



Conditions for BT WebWorld

Please read the conditions for BT WebWorld before continuing with your registration.

1. INTERPRETATION

1.1. In this Contract:

"Authorised User" means anyone permitted by the Customer to use the Service.

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

"BT Group Company" means a BT subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

"Price List" means the BT WebWorld Price List which identifies the charges for the Service provided to the Customer and which is also available from www.btwebworld.com or any alternative address which BT notifies to the Customer at any time.

"Common Gateway Interface (CGI)" means the standard way for programs to be interfaced to the Service by the Customer.

"Contract" means, in order of precedence these Conditions, the Price List, the completed Registration Form and the Order Form (if any).

"Customer" means the person so named on the Order Form (if any) or as otherwise notified to BT and anyone reasonably appearing to BT to be acting with that person's authority or permission.

"Customer Information" means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Service.

"Registration Form" means the BT WebWorld registration form which identifies the Customer's contact details and service options.

"Customer Website" means the Customer's website(s) on the World Wide Web.

"Domain Name" means a name registered with an Internet registration authority for use as part of the Customer's URL.

"Helpdesk" means the helpdesk facility provided by BT to handle enquiries and administration for the Service.

"Minimum Period" means the first 12 months of the Service beginning on the Operational Service Date.

"Operational Service Date" means the date when the Service is first made available to the Customer.

"Order Form" means the BT order form identifying the Service required by the Customer.

"Service" means the web hosting service called BT WebWorld.

"Software" means any software provided by BT to enable the Customer to access or use the Service.

"System Administrator" means a person named by the Customer to be the point of contact with BT for matters relating to the provision of the Service.

"Third Party Information" means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer by using the Service.

"URL" means a uniform resource locator, which is the full address for a web site.

2. DURATION

2.1. This Contract begins on the date that the Customer completes the registration form (which incorporates these Conditions) and the registration is accepted by BT, and will continue until terminated in accordance with this Contract.

3. PROVISION OF THE SERVICE

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

Conditions for BT WebWorld

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 provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.4. It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT will however repair any reported faults as soon as it reasonably can.

3.5. Occasionally BT may:

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

(b) suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency; or

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

Before doing so BT will give as much notice as possible and whenever practicable will agree with the Customer, when the Service will be suspended. BT will restore the Service as soon as it reasonably can after suspension.

3.6. With the exception of the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. This Contract does not include the provision of telecommunications services or Internet access services necessary to connect to the Service.

3.7. The Customer will nominate a System Administrator.

4. CONNECTION OF EQUIPMENT TO THE SERVICE

4.1. Any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety or

security procedures applicable to the use of that equipment.

4.2. Any equipment which is attached (directly or indirectly) to the Service must be technically compatible with the Service, and approved for that purpose under any relevant legislation.

5. SECURITY

5.1. The Customer is responsible for the security and proper use of all user IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

5.2. The Customer must immediately inform BT if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

5.3. The Customer must not change or attempt to change a user ID. If a Customer forgets or loses a password or user ID the Customer must contact BT and satisfy such security checks as BT may operate.

5.4. BT reserves the right to suspend user ID and password access to the Service if at any time BT considers that there is or is likely to be a breach of security.

5.5. BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service

5.6. The Customer must immediately inform BT of any changes to the information the Customer supplied when registering for the Service.

6. Use of the Service

6.1. It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service.

6.2. The Customer shall only access the Service through the Software or otherwise as permitted by BT and shall not attempt at any time to circumvent system security or access the source software or compiled code.

6.3. The Service is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any third party.

Conditions for BT WebWorld

- 6.4. The Customer shall be responsible for the creation, maintenance and design of all Customer Information; the customer is responsible for keeping a back up of their web site.
- 6.5. The Customer warrants that the Customer Information is and will remain accurate and will not include any information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained.
- 6.6. The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or BT and which relate to the provision of Customer Information provided that BT has given notice to the Customer of those which apply to BT.
- 6.7. The Service must not be used in a way that does not comply with:
- (a) the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful; or
 - (b) any instructions given by BT under paragraph 3.5(c).
- 6.8. The Service must not be used:
- (a) to send, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
 - (b) to cause annoyance, inconvenience or needless anxiety;
 - (c) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
 - (d) other than in accordance with the acceptable use policies of any connected networks.
- 6.9. If the Customer or anyone else, with or without the Customer's knowledge or approval:
- (a) uses the Service in contravention of paragraphs 6.1, 6.2, 6.3, 6.4, 6.7 or 6.8; breaches the warranties in paragraphs 6.5 or 6.6; or
 - (b) uses the server capacity or the Software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT;
- BT may treat the contravention as a material breach of this Contract which cannot be remedied for the purposes of paragraph 16.
- 6.10. The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party alleging that:
- (a) the Service has been used in breach of the provisions of paragraphs 6.1, 6.2, 6.3, 6.4, 6.7 or 6.8; the warranties in paragraphs 6.5 or 6.6 have been breached; or
 - (b) the Service is faulty or cannot be used by that third party.
- 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.
- 6.11. The Customer is responsible for the acts and omissions of all Authorised Users in connection with the Service and is liable for any failure by any Authorised User to perform or observe the terms and conditions of this Contract, including any instructions issued under paragraph 3.5.
- 6.12. The Service must not be used in any way which, in BT's reasonable opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer, and fails to take corrective action within a reasonable period of receiving written notice from BT.
- 7. DOMAIN NAME**
- 7.1. The Customer warrants that it is the owner of, or that it is duly authorised by the owner of, any trade mark or name that it wishes to use

Conditions for BT WebWorld

as its Domain Name and use as part of its URL. In addition, the Customer must not use a Domain Name or URL which infringes the rights of any person in a corresponding trade mark or name.

- 7.2. BT reserves the right to require the Customer to select a replacement Domain Name or URL and may either refuse to provide or may suspend Service if, in BT's opinion, there are reasonable grounds for BT to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the provisions of paragraph 7.1.

Charged Domain Names

- 7.3. Where BT undertakes Domain Name and URL registration on behalf of the Customer, BT will charge the Customer a fee for each Domain Name registered and maintained.
- 7.4. If the Customer has purchased a Domain Name(s) direct from the relevant Internet registration authority, the Customer is responsible for paying all fees to that authority, unless the Customer transfers the Domain Name(s) to BT, in which case the Customer will be liable to pay such fees to BT.
- 7.5. Registration of any Domain Name is subject to a minimum rental period of 12 months beginning on the date that the Domain Name is first set-up. If the Customer terminates the Domain Name registration or transfers the Domain Name to another Internet Service Provider within this minimum rental period, the Customer will pay the outstanding rental to BT for the remaining part of the minimum rental period. . Please note: Cost of initial registration for Managed Service by Cambridge DMC is £50 per year for a minimum of 2 years = £100 – please see Managed Service 7.8
- 7.6. If the Customer has opted for Domain Name registration and does not pay any of the relevant charges, BT reserves the right to suspend use of such Domain Names.

Managed DNS Service

- 7.7. BT Managed DNS Service will register domain name/s for customers who subscribe to this service; BT will carry out all the pointing and DNS resolution requests, and also ensure that all registration fees to the Registrars are paid in a timely manner so long as their account is active with BT WebWorld.
- 7.8. The minimum contractual period will be 24 months. If the customer wishes to transfer their

domain name to another provider within the first 24 months of the domain name being registered, there will be a charge of £100.00 to cover the cost of administration and the cost of the fees to the Registrar. If the request is made after the first 24 months of the domain name being registered, then there will be no charge.

8. COMMON GATEWAY INTERFACE ("CGI")

- 8.1. BT reserves the right (immediately and without giving notice) to remove any CGI scripts from any of its servers (or disable any such CGI scripts) if there is a breach of any of the Guidelines or if any such CGI scripts adversely affect or (in BT's opinion) are likely to adversely affect the security of any servers or other infrastructure used by BT in the provision of the Service to its customers; or BT's ability to provide the Service or the quality of Service, whether to the Customer that provided such CGI script(s) or any other customer.
- 8.2. The Customer warrants that it has all the necessary rights, licences and consents (including but not limited to licences and consents from owners of intellectual property rights) to use any CGI scripts in conjunction with the Service and will indemnify BT in respect of any claims or legal proceedings that any third party makes against BT in relation to any CGI scripts that the Customer implements on the Service.
- 8.3. BT may change the Guidelines at any time and from time to time. BT will endeavour to give the Customer notice of such changes at least 14 days before they take effect, but reserves the right to notify the Customer of immediately effective changes in circumstances where failing to do so could result in CGI scripts being removed or disabled as referred to above.

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.
- 9.2. The Customer will not, without BT's prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy the manuals or documentation.
- 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.

Conditions for BT WebWorld

- 9.4. BT may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time BT offers such updates or modifications.
- 10. CONFIDENTIALITY**
- 10.1. 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 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) without the written consent of the other party.
- 10.2. This paragraph 10 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;
 - (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 by law to do so.
- 10.3. This paragraph 10 will remain in effect for 2 years after the termination of this Contract.
- 11. CHARGES AND DEPOSITS**
- 11.1. The charges for the Service will be calculated in accordance with the Price List. Charging will begin on the Operational Service Date and will be issued in advance on a quarterly basis. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of, BT.
- 11.2. BT may revise the charges on 28 days' notice to the Customer or such other period as is stated in the Price List.
- 11.3. 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.
- 11.4. All charges will be invoiced and paid in sterling unless otherwise stated in the Price List. Value Added Tax or any applicable in country sales or 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.
- 11.5. The Customer acknowledges that the Customer may be subject to BT's credit vetting procedures and that BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.
- 11.6. If the Customer exceeds its contracted rate of traffic as detailed in the Registration Form in any billing period, the Customer agrees to pay additional traffic charges as specified in the Price List. Such charges will be billed quarterly in arrears.
- 12. LIMITATION OF LIABILITY**
- 12.1. BT accepts unlimited liability for death or personal injury resulting from its negligence and paragraphs 12.2 and 12.3 do not apply to such liability.
- 12.2. BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.
- 12.3. 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.
- 12.4. The Customer accepts that BT is under no obligation to edit, review or modify the Customer Information or Third Party Information and that BT does not examine the use to which the Service is put. However, BT reserves the right to remove any Customer Information or Third Party Information following notice to the Customer if BT reasonably believes that there may be a breach of this Contract, law or third party right.
- 12.5. BT excludes all liability of any kind in respect of Customer Information, Third Party Information, any other material on the internet which can be accessed using the Service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise

Conditions for BT WebWorld

- made available by means of the Service or on the internet.
- 12.6. BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.
- 12.7. 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 shall continue to apply.
- 13. MATTERS BEYOND EITHER PARTY'S REASONABLE CONTROL**
- 13.1. If either party is unable to perform any obligation under this Contract because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of suppliers of either party, that party will have no liability to the other for that failure to perform.
- 13.2. If BT is prevented by restrictions of a legal or regulatory nature from supplying the Service, BT will have no liability to the Customer for failure to supply the Service.
- 13.3. If any of the events detailed in paragraphs 13.1 or 13.2 continue for more than 3 months either party may serve notice on the other terminating this Contract.
- 14. CANCELLATION**
- 14.1. The Customer may cancel the Service at any time before the Operational Service Date. If the Customer cancels the Service 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 mitigate the amount of such costs.
- 15. TERMINATION OF THIS CONTRACT BY NOTICE**
- 15.1. Either party may terminate this Contract on 14 days' notice to the other. After the 14 day notice period has ended access to the web content will be removed from the BT WebWorld server by the BT WebWorld team.
- 15.2. If the Customer terminates this Contract or the Service during its Minimum Period (other than because BT has materially increased its charges, or has materially changed the Conditions of this Contract to the Customer's detriment) the Customer must pay the charges due, if any, for the remaining part of the Minimum Period of 12 months, as set out in the Price List.
- 16. BREACHES OF THIS CONTRACT**
- 16.1. Either party may terminate this Contract or the provision of Service (in whole or in part) under it without notice if the other:
- (a) 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) commits a material breach of this Contract which cannot be remedied; or
 - (c) is repeatedly in breach of this Contract; or
 - (d) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets.
- 16.2. If any of the events detailed in paragraph 16.1 occur because of the Customer, BT may suspend the Service (in whole or in part) without prejudice to its right to terminate this Contract. Where the Service is suspended under this paragraph the Customer must pay the charges for the Service until this Contract is terminated.
- 16.3. If this Contract is terminated by BT during the Minimum Period because of an event specified in paragraph 16.1, the Customer must pay the charges due, if any, for the remaining part of the Minimum Period as set out in the Price List.
- 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.
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Conditions for BT WebWorld

17. CHANGES TO THIS CONTRACT

17.1. Service

If the Customer asks BT to make any change to the Service BT may ask the Customer to confirm the request in writing. If BT agrees to a change, this Contract will be amended from the date when BT confirms the change in writing to the Customer.

17.2. Conditions

BT can change the Conditions of this Contract (including the charges) at any time, on 28 days notice to the Customer.

18. EXPORT CONTROL

18.1. Delivery of the Service to the Customer may be subject to the United States of America export control law and regulations or the laws and regulations of another country. 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 consent. If, through no fault of BT, any necessary consent 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.

18.2. The Customer agrees to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if the Customer intends at any time to re-export any items of US origin to any proscribed destination.

18.3. For US Government personnel using the Service in the United Kingdom, US Government restricted rights will apply.

19. ASSIGNMENT

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

20. ENTIRE AGREEMENT

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

20.2. 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
- (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, except in the case of fraud.

21. NOTICES

21.1. Subject to paragraph 3.5(b) notices given under this Contract must be in writing and delivered by hand, or sent by electronic mail or by prepaid post, as follows:

- (a) to: PO Box 90, Customer Services, BT WebWorld, HG3 1WQ or customerservices@btwebworld.com
- (b) to the Customer at the address to which the Customer asks BT to send bills, the address of the Customer's premises, or if the Customer is a limited company its registered office. The Customer's electronic mail address shall be that which the Customer advises BT at the time of registering for the Service, or any alternative electronic mail address that the Customer notifies BT.

22. LAW

22.1. This Contract is governed by the law of England and Wales.

Acceptable Use Policy

22.2. It is prohibited to use the service fraudulently or in connection with a criminal offence; to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety; or to send unsolicited advertising or promotional material. Failure to adhere to these rules may result in suspension of service.

22.3. BT WebWorld allows content owners to take full control over the content and presentation of material offered over the service. Consequently, BT makes no warranty (express or implied) in relation to any information, goods

Conditions for BT WebWorld

or services delivered over the BT WebWorld network.

- 22.4. Should we have any comments about your site, or have received any enquiries or complaints about it, we will give the enquirer the first contact name, telephone number and E-mail address given by you at registration.
- 22.5. BT is a member of the [Internet Watch Foundation](#), which can be contacted about unacceptable web site content.

<http://www.bt.com/>

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