



# Conditions for the provision of public Wi-Fi at BT Sport Commercial Customer Premises

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## FRONT PAGE

The terms for the Service are set out in this Front Page, the attached Conditions of Contract, Sponsored Access Service Schedule.

### 1. Services and Charges

a) BT shall provide the Customers with the Services as follows:

- i. The provision of the Service and installation of the Access Point including: (1) Access Point installation and testing in normal working hours; (2) Providing and Access Point; (3) Sponsored Access; and (4) the provision of a BT Sport branded Landing Page with iFrame (together, the “**Service Provision**”); and
- ii. A circuit rental, maintenance for the Access Point and Service, network monitoring (24 hours x 7 days), a Help Desk for Customers and a Help Desk for Users (together, the “**Service Assurance**”).

b) The Customer shall pay for the Services as follows:

- i. A one-off fee of three hundred and forty nine pounds sterling (£349) per Premises for activation of the Service (the “**Activation Charges**”); and
- ii. A monthly fee of seventeen pounds sterling (£17) per Premises (the “**Monthly Charges**”).

- Pricing excludes VAT.
- Pricing assumes installation, configuration and maintenance is carried out during normal working hours (9am – 5.30pm Mon – Fri excl. public and bank holidays).
- Where the Service is ordered to multiple premises via an Order Form, the Order Form may state different Charges and payment commencement dates. In this case, unless expressly dis-applied in the Order Form, clause 6 (Charges) will still apply (including Clause 6.3 regarding BT’s right to vary the Charges).

### 2. **Installation**

- For Customers with an existing BT Business Broadband service, an engineer will contact you within 5 days of your order for this Wi-Fi service to arrange installation of the Access Point.
- For Customers without an existing BT Business Broadband service, an engineer will contact you within 5 days of the activation of your new BT Business Broadband service to arrange installation of the Access Point.

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## **CONDITIONS OF CONTRACT**

### **1. INTERPRETATION**

“**Access Point**” or “**AP**” means the specific equipment located at the Premises, which transmits and receives a Wi-Fi signal. The Access Point connects to the BT Business Hub.

“**Blocked Websites**” means websites containing pornography, aimed at the perpetration of criminal acts, drugs, hacking, hate, self-harm, violence or weapons.

“**BT**” means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000 and, for the purposes of performance of its obligations under these Conditions, includes any agents or sub-contractors appointed by BT from time to time.

“**BT Business Hub**” means the router provided under a contract between BT and the Customer for the provision of internet access using a broadband line and router.

“**BT Corporate Mark**” means the logotype comprising the letters “BT” in combination with the orb device and or connected world device.

“**BT Mark**” or “**BT Marks**” means any trademarks owned or licensed to BT, including the BT Corporate Mark and the BT Sport Mark.

“**BT Price List**” means the document containing a list of BT’s charges and terms which can be seen at [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise the Customer);

“**BT Sport Marks**” means the logotype comprising the words “BT Sport” and the BT Corporate Mark.

“**BT Sport**” means a group of sports television channels (including but not limited to what is currently known as “BT Sport Total” and “BT Sport 1”) provided by BT to commercial customers for broadcast to the general public in public venues.

“**BT Wi-fi Protect Service**” means the service described in clause 4 of the Conditions.

“**Bundle**” means a bundle of BT products and/or services which is expressly stated to include the Service pursuant to the terms and conditions of the relevant bundle (if the Service is contracted for as part of a bundle).

“**Charges**” means the Activation Charges, the Monthly Charges, and any other sums payable by the Customer under this Contract.

“**Conditions**” means clauses 1 to 24, which are not found in any of the schedules, the Front Page or the Welcome Letter.

“**Content**” means any information, video, graphics, sound, music, photographs, software, applications, data and any other materials (in whatever form) published or otherwise made available by BT to the Customer including Links to websites.

“**Contract**” means in order of precedence (unless otherwise expressly stated) (i) any bundle terms (if applicable) available at <http://www2.bt.com/static/i/btetail/panretail/terms/index.html#sport> to the extent they apply to the Service, (ii) the Order Form or Welcome Letter (as applicable), (iii) these terms and conditions including the Front Sheet and (iv) any other terms incorporated into these terms and conditions;

“**Contract Period**” means the duration of this Contract as set out in clause 2.1.

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**“Customer”** means a person, company or entity contracting for the Service pursuant to an agreement which expressly refers to or incorporates these terms and conditions (such Customer to be identified in the Order Form or Welcome Letter (as applicable)), and including a person reasonably appearing to BT to act with that Customer’s authority or knowledge;

**“Device”** means any laptop, personal digital assistant or other piece of equipment with Wi-Fi connectivity.

**“Group Company”** means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38, Section 1159 of the Companies Act 2006.

**“Helpdesk”** means BT’s customer service helpdesk as notified to the Customer from time to time.

**“Internet”** means the global data network comprising interconnected networks using the TCP/IP protocol suite.

**“Intellectual Property Right(s)”** means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

**“IP”** means Internet Protocol.

**“Landing Page”** means the customised welcome webpage as described in this Schedule and (where applicable) set out in the Front Page.

**“Link”** or **“Links”** means any hypertext, graphic, button and/or similar function provided by BT

capable of linking to other websites including non-BT websites.

**“Minimum Period”** means the Minimum Period which applies to the Service and which the Customer has contracted for as stated in the applicable Welcome Letter or Order Form, which commences on the Service Commencement Date;

**“Order Form”** means an order form signed by BT and the Customer in the case of a Customer which falls into a category where this is the applicable contracting method (such as a where the Customer contracts for the Service at multiple Premises).

**“Personal Data”** has the same meaning given in the Data Protection Act 1998;

**“Post Authentication Page”** means a web page which is presented to the User after accessing the Service via the Landing Page. The Post Authentication Page may include a combination of advertising or services for the User as set out in the Contract.

**“PSTN”** means the public switched telephone network (PSTN) used by an ADSL Backhaul circuit or a standard landline for voice.

**“Public Wi-Fi”** means a service which allows the public to wirelessly connect to the internet;

**“Registration Page”** is the web page where a User inputs their personal data for use by BT for marketing purposes.

**“Rights”** means the rights granted to BT by the Customer to enable BT to:

- (a) execute any works on a Premises for or in connection with the installation, maintenance, adjustment, repair, alteration or removal of the Access Point;
- (b) keep the Access Point installed on, under or over a Premises;

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- (c) enter a Premises to inspect the Access Point and to allow BT to undertake any reasonable market research, assessment or review of the Service;
- (d) include the Customer's Premises details on BT's records available to Users of where the Service is made available and in BT's general marketing of the Service; and
- (e) install small cell equipment at the Premises, either as separate items of equipment or as an integral part of the Access Points, for the purposes of delivering the Service or other WiFi or mobile services from time to time.

**"Service"** means BT's public wireless telecommunications services provided by BT under this Contract, which allow Users to access the internet from time to time.

**"Service Commencement Date"** means the date when the Access Point is connected to the Customer's BT Business Hub and the User first uses the Service (and where the Service is provided at multiple Premises, the first such date);

**"Premises"** means all property owned, leased or occupied by the Customer as set out on the Welcome Letter or Order Form (as applicable) upon which BT positions Access Point and provides the Service.

**"SSID"** means Service Set Identifier – A code identifying a wireless LAN. It distinguishes packets from different LANs operating in the same location.

**"Users"** means a person who uses or attempts to use the Service from a Premises.

**"User Conditions for the Service"** means the terms and conditions of use agreed between BT and the User for accessing the Service. This shall include but not be limited to terms and conditions

posted on a User notice in the vicinity of the Premises, made available from [http://www.btwifi.co.uk/terms-and-conditions/sponsored\\_wifi.jsp](http://www.btwifi.co.uk/terms-and-conditions/sponsored_wifi.jsp) or on a web page accessed via the Landing Page or a BT website.

**"Welcome Letter"** means the letter and/or email sent to you by BT setting out your details, the details of your Premises and the details of the Service you have opted to receive

**"WiFi"** means a is a technology that allows an electronic device to exchange data or connect to the internet wirelessly using microwaves in the 2.4 GHz and 5 GHz bands.

## **2. CONTRACT PERIOD**

2.1 The Contract begins on the date of BT's acceptance of the Customer's order ("**Effective Date**") and will continue for the Minimum Period unless terminated in accordance with the terms of this Contract.

2.2 Following expiry of the Minimum Period, the Contract will continue in force and effect until terminated in accordance with the terms of this Contract.

## **3. PROVISION OF ACCESS POINT AND THE SERVICE**

3.1 In consideration of the parties' mutual obligations and undertakings set out in the Contract, BT will, in accordance with the terms of this Contract:

- a) install the Access Point at the Premises with a "BT Sport" SSID. BT shall also add and withdraw other BT SSIDs from time to time;
- b) provide the Service; and
- c) maintain the Service and the Access Point installed at the Premises to enable Users

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- to access the Service for the duration of the Contract.
- 3.2 The Customer accepts that the Service and the Access Point may fail from technical fault or otherwise from time to time. The Customer should report any faults by telephone or electronic mail to the Help Desk. BT will correct faults the Customer reports as soon as it reasonably can.
- 3.3 BT cannot guarantee Service coverage in all parts of the areas of the Premises listed in the Welcome Letter, as the network coverage at the Premises will be proportionate to the number of access points, their location and the environment in which they are installed, atmospheric and radio interference and any technical limitations applicable to the Access Point.
- 3.4 BT will use reasonable endeavours to provide the Access Point and 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.
- 3.5 BT reserves the right to suspend the Service for technical, operational or other reasons.
- 3.6 BT will provide the Access Point and the Service with the reasonable skill and care of a competent telecommunications service provider.
- 3.7 BT will replace the Access Point when BT considers this is necessary or appropriate.
- 3.8 The Access Point shall remain the property of BT's during the Contract Term. At expiry of the Contract Term, title in the Access Point shall pass to the Customer. The risk of loss or damage to the Access Point
- while installed on the Premises shall be with the Customer.
- 3.9 BT will allow Users to access the Service using the Access Point subject to the User Conditions for the Service.
- 4. WEBSITE BLOCKING**
- 4.1 The BT Wi-fi Protect Service is intended to prevent and/ or discourage Users from accessing websites that are Blocked Websites when using the Service. BT shall determine, at its sole discretion, those websites in which access should be prevented and/or discouraged.
- 4.2 The BT Wi-fi Protect Service is deployed as an integrated part of the Service provided to the Premises. Any User attempting to access Blocked Websites when using the Service at a Premises shall have the browser on their Device redirected to a new webpage called the "Redirect Page" where they shall see a message which provides:
- a) notification to the User that the type of website they were trying to access has been blocked;
  - b) a brief explanation of why that website is being blocked; and
  - c) the ability to promote why this site does not fall in line with their brand values or corporate social responsibility policy.
- 4.3 BT shall:
- a) complete the policy based routing of internet traffic into the BT Wi-fi Protect servers, where blocking of Blocked Websites can be applied. The BT Wi-fi Protect servers shall be installed by BT in its network which provides the Service.

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- b) create a Redirect Page specifically using BT's template which shall be displayed when a User tries to view a Blocked Website.
- 4.4 BT will provide helpdesk support to Users in accordance with the Contract except that:-
- c) BT will only actively resolve faults with the BT Wi-fi Protect Service between 09:00 and 17:00 (local time in the UK)
- d) When Users enquire about website blocking on the BT Wi-fi Protect Service, BT will provide a standard explanation to the Users of why BT has provided the BT Wi-fi Protect Service capability to the Customer.
- 4.5 The Customer shall be responsible for informing Users and the general public in the United Kingdom that it is using the BT Wi-fi Protect Service.
- 4.6 provision of the BT Wi-Fi Protect Service is included in the Service Provision and Service Assurance Charges set out in the Front Page.
- 4.7 BT reserves the right to suspend or withdraw the Website Blocking Service at its sole discretion for reasons including but not limited to:
- a) to ensure that the internet connectivity is not adversely affected;
- b) where the service receives poor publicity in relation to the BT Wi-fi Protect Service or
- changes (including anticipated changes) in the law; and
- c) advice published by the UK Government or regulatory bodies in the UK.
- 4.8 The Customer may not switch off or disable (or request that BT switch off or disable) the BT Wi-Fi Protect Service at the Premises during the Contract Term.
- ### **5. CUSTOMER'S RESPONSIBILITIES**
- 5.1 The Customer represents and warrants to BT that it has the full right and power to enter into this Contract and to grant BT the rights contained in this Contract.
- 5.2 The Customer grants to BT the Rights for the duration of this Contract.
- 5.3 The Customer will display in a prominent place at the Premises such advertising, marketing and other material as BT may reasonably require in relation to the Service and the Access Point indicating the availability of the Service.
- 5.4 The Customer will:
- (a) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers on a Premises in time to allow it and BT to install the equipment that each party is responsible for, and following such installation the Customer will be responsible for any making good or decorator's work required;
- (b) ensure that sufficient physical space and access are available for the Access Point;
- (c) neither alter, tamper with or move any Access Point, nor do anything likely to damage or adversely affect its performance, obliterate or deface any

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words or signs on it, nor do anything to alter the appearance of any Access Point or authorise any other person to do so;

- (d) be responsible at its own cost for providing a suitable electricity supply to all locations within the Premises as specified in writing by BT; and
- (e) pay all electricity charges in respect of the use of electrical power at the Premises.

### **6. CHARGES**

6.1 Upon the Service Commencement Date the Customer shall be required to make an up-front payment to BT of the Activation Charges. Thereafter the Customer must pay the Monthly Charges with effect from the Service Commencement Date and all further Monthly Charges are payable monthly in advance.

6.2 Unless otherwise stated in the Contract, BT will bill Charges in pounds sterling and the Customer will pay all Charges in pound sterling. All payments must be made in full by the date on which they are due without any set off. If full payment is not received on the due date the Customer will pay interest on the outstanding amount at the rate of two percent (2%) above the base rate of Barclays Bank plc from time to time from the date the sum was due until the date of actual payment. If the Customer disputes any Charge the Customer must notify BT in writing within six (6) months of the date of the bill with all relevant information. The Customer must pay the amount not in dispute. If the Customer does not pay a bill BT may instruct a debt collection agency to collect payment (including any later payment charges) on its behalf. The Customer must pay an additional sum, to cover the reasonable costs BT has to pay the agency, who will

add the sum to the Customers' outstanding debt.

6.3 BT shall be entitled to vary the Charges from time to time at its sole discretion. BT will publish any such changes by updating the version of this Contract made available at <http://www2.bt.com/static/i/btetail/panretail/terms/index.html#sport> (or may, at its discretion, notify Customers individually by email or in writing), as follows:

- (a) for such changes which are material, at least one (1) month before the change is due to take effect; and
- (b) for all other such changes, at least one day before the change is due to take effect.

6.4 BT may refuse the Customer's request to provide the Service based upon the results of an assessment of the Customer's credit standing, including (without limitation) by using credit scoring. BT may also assess the Customer's credit standing from time to time during the Contract. BT shall apply reasonable practices for administering the Customer's account based on the results of that scoring, including applying different payment terms to the Customer's account. BT may use information, and supply information to, outside agencies for this.

6.5 The Customer must pay by direct debit or BACS transfer. Payment shall only be deemed effective once the full amount of such payment has been received in BT's account in cleared funds. Payments made other than by direct debit or monthly payment plan will be collected by BT Payment Services Limited (a wholly owned subsidiary of BT) unless otherwise advised by BT. BT Payment Services Limited will levy a payment processing fee, as set out in the BT Price List. This fee will be

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- deducted from any money received before any payment is allocated against the charges for the Service.
- 6.6 Acceptance by BT of any payment shall not be deemed to be a waiver of BT's rights, notwithstanding such phrases as "complete and final payment" or "payment in full" or any such similar phrase accompanying the Customer's payment.
- 6.7 If payment of any charges becomes subject to withholding tax, levy or similar payment obligations imposed by a foreign tax authority on sums due to BT under the Contract such withholding tax amounts will be borne and paid for by the Customer in addition to the sums due to BT. The Customer will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.
- 6.8 If:
- (a) the Customer cancels the Contract before the Service is provided the Customer will pay cancellation charges based on BT's reasonable costs;
  - (b) the Contract is terminated in whole or in part during the Minimum Period the Customer shall pay to BT within thirty (30) days of such a termination, early termination charges, by way of compensation, equal to the balance of the Monthly Charges that would have been due for the remainder of the Minimum Period under this clause 6 (as discounted by any discounts applicable to the Service as part of any Bundle) ("**Early Termination Charges**"). This clause 6.9(b) will not apply in the event that (i) BT terminates the Contract for convenience under clause 16.1, (ii) Customer terminates the Contract under clause 14.2 (Matters Beyond Reasonable Control of Either Party) or (iii) Customer terminates the Contract under clause 15.1(c) (Termination due to material BT price increase). Early Termination Charges will not be subject to VAT. This clause 6.9 shall be without prejudice or limitation to any other remedies available to BT in respect of any breach of Contract by the Customer.
- 6.9 No refund of charges will be made to the Customer where BT exercises any termination right in this Contract.
- 6.10 The Customer shall not attempt to resell or profit from the Service or the Access Point in any way except that the Customer shall not be prevented from making indirect profits for itself, gained as a result of selling services not related directly to the Service at the Premises.
- 6.11 If the Customer delays or prevents the delivery or correct installation of the Access Point, or attempts to disassemble, deconstruct, breakdown or tamper with the Access Point, BT may apply reasonable additional charges for any costs that it incurs to remedy these acts to ensure the Service commences in a timely manner or to ensure that the Service remains operational at the Premises. If any additional charges are payable, BT will inform the Customer in writing. If the Customer reports a fault and BT finds there is none or that the Customer has caused the fault, BT may apply a reasonable charge. BT may charge the Customer one hundred and thirty-five pounds (£135) excluding VAT per Premises if the Customer delays or prevents the delivery or correct installation of the Access Point at the applicable Premises.



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## **7. ACCESS AND PREMISES REGULATIONS**

- 7.1 The Customer will provide BT employees and anyone acting on BT's behalf who produces a valid identity card, with access at all reasonable times to the Premises or any other premises outside BT's control.
- 7.2 BT employees and anyone acting on BT's behalf will observe any reasonable Premises regulations, as previously advised in writing to BT by the Customer. In the event of any conflict between the Premises regulations and these Conditions, these Conditions will prevail.
- 7.3 BT and the Customer will comply with any reasonable safety requirements on the Premises.

## **8. MISUSE**

- 8.1 The Customer will take all reasonable steps to ensure that the Service and the Access Point are not used in any way that:
- (a) does not comply with the terms of any legislation or that is in any way unlawful; or
  - (b) would put BT in breach of the terms of any agreement BT has with any public telecommunications operator, notified in writing by BT to the Customer.

## **9. CALL MONITORING & RECORDING**

- 9.1 BT may monitor and record its communications with the Customer, including e-mails and phone conversations. Information collected by BT may be used for training purposes, quality assurance, to record details about the Services ordered by the Customer, and in order to meet BT's legal and regulatory obligations generally.

## **10. CONFIDENTIALITY**

10.1 Subject to clause 10.2 BT and the Customer will keep in confidence all Confidential Information, obtained under or in connection with the Contract and will not disclose it to any party other than in confidence to:

- (a) their employees or employees of their Group Companies; or
- (b) their professional advisers; or
- (c) in the case of BT, employees of their subcontractors,

who have a need to know such Confidential Information and to the extent necessary for performance of the Contract or use of the Service.

10.2 Clause 10.1 will not apply to information which is:

- (a) in the public domain other than through a breach of the Contract; or
- (b) in the possession of the Customer or BT without confidentiality restriction before disclosure under the Contract; or
- (c) obtained from a third party who has a lawful right to disclose it; or
- (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Contract.

10.3 If either BT or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:

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- (a) satisfied itself that the demand is lawful;
- (b) given the other party the maximum written notice permissible under the demand in which to make representations; and
- (c) marked the required information as the Confidential Information of the other party.
- 10.4 The Customer and BT acknowledge that breach of clauses 10.1 to 10.3 may cause irreparable harm for which damages may not be an adequate remedy and that injunctive relief may be available for such breach.
- 10.5 Information BT holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include BT sharing such information with third party companies including other communication companies.
- 10.6 This Clause 10 will remain in effect for two (2) years after the termination of this Contract.

- (a) any of the following types of loss or damage whether special, direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
- (b) any indirect or consequential loss or damage whatsoever.

11.3 Subject to Clauses 11.1, 11.2 and 11.4, each party's liability to the other under or in connection with the Contract for all and any direct loss or damage of any kind howsoever arising in any circumstances whatsoever at any time shall not in any event exceed an amount equal to one hundred percent (100%) of the total Charges received by BT during the twelve (12) months immediately preceding the month of the date when the first incident upon which the claim is based occurred (excluding VAT).

### **11. LIMITATION OF LIABILITY**

- 11.1 Neither BT nor the Customer excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law. Clauses 11.2 and 11.3 do not apply to such liability.
- 11.2 Neither the Customer or BT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:
- 11.4 BT excludes all liability of any kind in respect of any material on the Internet that can be accessed via the Service (including Landing Pages or Post Authentication Pages), except for any BT Mark or BT's own material on the Internet.
- 11.5 The Customer accepts that due to the diversity of web browser software, the functionality and on screen images created, including objects may appear visually different in different web browsers or on different equipment such as personal computers, mobile telephones, personal digital assistants, or multimedia kiosks.

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Accordingly BT accepts no liability for such differences.

11.6 The Customer acknowledges and accepts that colour tones, text typefaces, graphic quality and matches and audio quality and matches cannot be guaranteed due to hardware and software limitations and restrictions around the world.

11.7 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 will continue to apply.

### **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 Ownership of and all Intellectual Property Rights in any Access Point, software and associated documentation, made available as part of this Service or otherwise generated by or for BT in connection with this Service, will remain the property of BT or its licensors.

12.2 Neither party acquires any rights to the other party's patents, copyrights or other intellectual property under the Contract except the limited rights necessary to perform obligations under the Contract.

12.3 The Customer will not, without BT's prior written agreement, use any BT Marks.

### **13. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

13.1 BT will indemnify the Customer against all claims and proceedings arising from infringement of any third party intellectual property rights by reason of BT's provision of the Service to the Customer.

As a condition of this indemnity the Customer shall:

(a) notify BT promptly in writing of any allegation of infringement;

(b) make no admission relating to the infringement nor agree any settlement of such claims or legal proceedings nor make any payment on account of them without the prior written consent of BT;

(c) allow BT to conduct all negotiations and proceedings and give BT all reasonable assistance in doing so (BT will pay the Customer's reasonable expenses for such assistance).

13.2 The indemnity in Condition 13.1 above shall not apply to infringements arising from:

(a) the use of the Service in conjunction with other equipment or software or any other service not supplied or approved by BT; or

(b) any alteration or modification of the Service which was not made by BT or with BT's prior written consent; or

(d) the use of the Service otherwise than in accordance with the terms of this Contract and any documentation provided by BT under this Contract.

The Customer will indemnify BT against all claims, proceedings and expenses arising from such infringements.

13.3 If the Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any intellectual property rights, BT may choose, at its sole option and expense:

(a) to modify the Service so that they are non-infringing;

(b) to replace the Service with non-infringing Service that are functionally equivalent;

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(c) to obtain a licence for the Customer to continue to use the Service as provided hereunder; or if none of (a), (b), or (c) is commercially reasonable, then

(d) to terminate this Contract for the infringing Service.

13.4 The indemnity in this clause 13 is subject to clause 11.

13.5 The indemnity in this clause 13 sets out the Customer's sole and exclusive remedy for infringement of Intellectual Property Rights.

### **14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY**

14.1 If the Customer or BT is unable to perform or is delayed in performing any obligation under the Contract because of something beyond its reasonable control including, but not limited to, acts of God, lightning, flood, exceptionally severe weather, epidemic, pandemic, fire, explosion, war, civil disorder, industrial disputes, or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for the failure of delay in performing.

14.2 If any of the events detailed in clause 14.1 continue for more than three (3) months either party may serve notice on the other terminating this Contract.

14.3 BT will have no liability to the Customer for failure to supply the Service if;

- (a) a third person refuses or delays to supply a service to BT and there is no alternative available at reasonable cost; or
- (b) BT is prevented by legal or regulatory restrictions from supplying the Service.

### **15. BREACHES OF THIS CONTRACT**

15.1 The Customer may end the Contract:

(a) if BT materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or

(b) if BT ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

(c) upon (30) days' prior written notice to BT, in the event that BT has given notice to the Customer of a variation in accordance with clauses 6.3 or 23.1, which results in a material degradation to the value of the Service as it pertains to the Customer's Premises (a "**Material Variation**"). Such termination shall not take effect until the date on which the Material Variation takes effect. This termination right must be exercised within 1 month of BT's notice of the Material Variation.

15.2 BT may suspend the Service or end the Contract, or both, at any time without notice if:

- (a) the Customer is in breach of any obligation to pay the Charges to BT and has not remedied such breach in full

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within seven (7) days of being notified that it is in breach by BT.

- (b) the Customer breaches the Contract or any other contract that the Customer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so. In this clause breach includes non-payment of any valid invoice by the due date; or
- (c) BT reasonably believes that the Service is being used in a way which breaches clause 8. This applies even if the Customer is unaware that the Service is being used in such a way; or
- (d) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

The Customer will continue to pay the charges during any period of suspension.

- 15.3 If either BT or the Customer delays in acting upon a breach of this Contract, that delay will not be regarded as a waiver of that breach. If BT or the Customer waives a breach of this Contract, that waiver is limited to that particular breach.

### **16. TERMINATION BY NOTICE**

- 16.1 Either party may terminate this Contract for convenience on thirty (30) days written notice. Where Customer exercises this

right during the Minimum Period, Early Termination Charges shall apply as set out in clause 6.8.

### **17. DISPUTE RESOLUTION**

- 17.1 (a) BT will try to work through any complaint or dispute that the Customer may have with BT. If this does not resolve the matter then the Customer may refer it:

- (i) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at [www.bt.com/complaintscode](http://www.bt.com/complaintscode), copies of which are available on request; and
- (ii) otherwise, as set out in clause 17.1(b) below.

- (b) Any dispute must be raised in writing with the Customer's or BT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

- (i) a dispute which has not been resolved by the Customer's or BT's representative within 14 days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and
- (ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified

## **Conditions for the provision of public Wi-Fi at BT Sport Customer Premises**

by the Customer and BT to the other from time to time.

(b) BT may transfer its rights or obligations or both to a Group Company without consent.

(c) If the dispute is not resolved after the procedures detailed in clause 17.1 (b) have been followed then the Parties agree to consider resolving the dispute by an Alternative Dispute Resolution (ADR) mechanism, including but not limited to:

(i) early neutral evaluation in accordance with the IDRS (Dispute Resolution Services) Model Early Neutral Evaluation Procedure; or

(ii) expert non-binding determination in accordance with the IDRS Cost-Controlled Expert Determination Procedure; or

(iii) mediation in accordance with the IDRS Cost-Controlled Mediation Procedure.

(d) Any ADR will be conducted in London and in the English language.

(e) Nothing in this clause 17.1 will prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

### **18. TRANSFER OF RIGHTS AND OBLIGATIONS**

18.1 Neither party may transfer any of their rights or obligations under this Contract, without the written consent of the other, except that:

(a) the Customer may transfer its rights or obligations or both to a Group Company with the written consent of BT, such consent not to be unreasonably withheld or delayed; and

### **19. ENTIRE CONTRACT**

19.1 The Contract contains the entire agreement between the Customer and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Customer and BT, whether written or oral relating to its subject matter.

19.2 The Customer and BT each agree that in entering into the Contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those contained in the Contract.

19.3 Nothing in this Clause 19 excludes or restricts the liability of either the Customer or BT to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

19.4 The Contract does not create any right enforceable by any party who is not the Customer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

# ***Conditions for the provision of public Wi-Fi at BT Sport Customer Premises***

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## **20. NOTICES**

20.1 Except where a specific notice method is stated in this Contract, the following terms shall apply:

- (a) Any notice to be given under this Contract must be in writing. A notice to the Customer may be sent by fax or by pre-paid post or by email to, or in accordance with, the Customer's details for correspondence set out in the Welcome Letter. Any notice to BT must be sent by pre-paid post to the following address or to an email address or such other address notified to the Customer for this purpose:

BT Sport for Business, BT Correspondence Centre, Providence Row, Durham DH98 1BT.

- (b) For the avoidance of doubt, a notice from BT can be sent alone or with other material sent to you by BT; and
- (c) All notices shall be deemed (until the contrary is proved) to have been received three (3) days after posting or on the following day if sent by fax or email.

## **21. OWNERSHIP OF DATA**

21.1 For any personal data collected by BT from end users of the Service BT shall be the data controller (as described in the UK Data Protection Act 1998) (the "Act") for the purposes of marketing its own products and services.

21.2 Without prejudice to clause 21.1 each party undertakes, where applicable, to comply fully with the UK Data Protection Act 1998 (the "Act") and to procure that its employees, agents and contractors observe the provisions of the Act.

## **22. SEVERABILITY**

22.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted.

## **23. AMENDMENT**

23.1 BT may at any time change or add to the terms of this Contract as it believes necessary. Notice of such changes or additions, or any other notice may be given by BT by email, in writing, at the online address where these terms and conditions are made available or at any online address that BT may advise the Customer.

## **24. GOVERNING LAW**

24.1 This Contract shall be governed by the laws of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

# **Conditions for the provision of public Wi-Fi at BT Sport Customer Premises**

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## **Sponsored Access Service Schedule**

This service schedule applies in addition to the Conditions for the Provision of public Wi-Fi at BT Sport Commercial Customer Premises (the “Conditions”) and forms part of the Contract where the Customer orders the Sponsored Access Service. The Sponsored Access Service shall be supplied to the Premises set out in the Welcome Letter.

### **1. DEFINITIONS**

1.1 The definitions set out below are in addition to those set out elsewhere in the Conditions.

“**Wi-Fi Terms**” means the terms and conditions for the Service which are made available to the User via the Landing Page or as notified to the User by other means.

“**iFrame**” means the Landing Page function for presenting BT content to Users in accordance with this Sponsored Access Service Schedule.

“**MAC Address**” means a media access control address which acts as unique identifier in a manufacturers hardware allowing it to be recognised by a network.

“**Participating Premises**” means a customer Premises which has the Automatic Log In Service made available to Registered Users by BT.

“**Sponsored Access Service**” means the services specified in this Schedule.

### **2. GENERAL SERVICE DESCRIPTION**

2.1 The Sponsored Access Service enables the Customer to pay for the Service used at the Premises on behalf of the User. This allows the End User free access to the Service. The User will only be allowed to access the internet after they have registered in accordance with paragraph 2 of this Schedule. The User’s use of the Service is also subject to the Wi-Fi Terms when using the Sponsored Access Service.

#### **Delivery of the Sponsored Access Service with iFrame and User Registration**

2.2 The Sponsored Access Service can only be provided at a Premises once the Access Point has been installed and commissioned.

2.3 BT will provide one BT Sport branded Landing Page and one Post Authentication Page that can be accessed by End Users at the Premises as set out below.

2.4 Services on the Post Authentication Page may be subject to specific terms of use, which shall be made available to the User on the Post Authentication Page, via BT’s User Conditions for the Service or the third party web page providing the service.

2.5 BT may change the BT content on the Landing Page or in the iFrame from time to time at its sole discretion and without notice to the Customer.

2.6 The User will not have to log in to the Service to access the Landing Page.



## **Conditions for the provision of public Wi-Fi at BT Sport Customer Premises**

### **User journey**

- 2.7 Once the User's Device has connected to the Access Point at the Premises, the User Device will be presented with a Landing Page, which will ask the User to click to connect to the Service as follows:
- 2.8 The BT network will automatically log-out an End User if the End User's Device has not been actively using the Service (e.g. surfing the internet) for a period of time determined by BT but usually around 15 minutes. The End User will then have to click to connect again.
- 2.9 If a User has been logged in for more than 24 hours then User's Device will be automatically logged out in order to help BT manage the network capacity.