



# Conditions for BT Conferencing Services

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SERVICE SCHEDULE

CHARGES SCHEDULE

# Conditions for BT Conferencing Services

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## 1. INTERPRETATION

### In this Contract:

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

“**BT Equipment**” means any equipment, including any Software, owned or controlled by BT and placed on the Site to provide the Service.

“**Charges**” means the charges for the Service(s) notified to the Customer by BT from time to time.

“**Conditions**” means these conditions for BT Conferencing Services.

“**Content**” means applications, data, information, video, graphics, sound, music, photographs, software or any other material.

“**Contract**” means, in order of precedence, these Conditions, the applicable Service Schedule and Charges Schedule, the Order Form (if any) and the Registration Process.

“**Customer**” means the person so named on the Order Form (if any), or, the person named in the Registration Process. BT may accept instructions from another person who BT reasonably believes is acting with the Customer's authority or knowledge.

“**Customer Equipment**” means any equipment, including any software, for use with the Service that is not part of BT's network and which is owned or controlled by the Customer.

“**Group Company**” means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989.

“**Intellectual Property Rights**” means any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs.

“**LAN**” means local area network.

“**Minimum Period of Service**” means the minimum duration for each Service or each component of the Service, as defined herein or in the relevant Service Schedule or Order Form.

“**Order Form**” means an order form for Service, filled out with all the necessary information and signed by both BT and the Customer.

“**Registration Process**” means the registration process described in the applicable Service Schedule.

“**Service**” means the public conferencing service provided by BT as described in the applicable Service Schedule.

“**Service Schedule**” means the schedule to these Conditions that describes the Service to be provided by BT or where applicable the terms of a BT pricing package.

“**Service Start Date**” means the date on which the Service is first made available to the Customer unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Operational Service Date.

## **Conditions for BT Conferencing Services**

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

**“Software”** means any software and associated written and electronic documentation and data provided by BT under the Contract.

**“Systems Administrator”** means a person named by the Customer as the point of contact with BT for matters relating to the provision of the Service.

**“User”** means anyone who is permitted by the Customer to use or access the Service.

**“User-ID(s)”** means the pass codes or access codes or other codes allocated by BT to the Customer, to allow the Customer to use the Service.

**“Working Day”** means any day between Monday and Friday, excluding bank and public holidays.

### **2. COMMENCEMENT OF THIS CONTRACT**

- 2.1. This Contract begins on the date the Customer receives acceptance from BT following completion of the Registration Process or when the Customer starts to use the Service or when the Service is first made available to the Customer, whichever is the earlier.
- 2.2. The Service commences on the Service Start Date.
- 2.3. Where BT sells equipment to the Customer, the terms of this Contract will not apply in relation to the sale of equipment which will instead be subject to BT’s Conditions of Sale located at [www.bt.com/terms](http://www.bt.com/terms).

### **3. PROVISION OF THE SERVICE**

- 3.1 BT will provide the Service to the Customer on the terms of this Contract.
- 3.2 The provision of the Service is at all times subject to the availability of appropriate facilities and BT does not guarantee to provide the Service on each occasion that the Customer requests it (unless stated otherwise). BT will try to provide the Service by any date agreed with the Customer, but all dates are estimates (unless stated otherwise).
- 3.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider. BT cannot guarantee a fault free Service, and from time to time faults may occur. If the Customer reports a fault in the Service BT will repair the fault in accordance with the Service Schedule.
- 3.4 If BT agrees to work outside the hours specified in the Contract or the Service Schedule, or if the Customer reports a fault and BT finds there is none or that the Customer has caused the fault, BT may apply a charge. This charge will be as detailed in the Contract or if not detailed in the Contract based on BT’s reasonable costs.
- 3.5 The Customer will be responsible for making the Site good, after any work has been undertaken by BT at the Site, including putting items back and for re-decorating.
- 3.6 Occasionally BT may:
  - (a) for operational reasons, change the codes or the numbers used by BT for the provision of the Service or the way BT provides the Services or the technical specification of the Service, provided that any change to the way BT provides the Service or to the technical specification does not materially affect the performance of the Service;

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- (b) 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 and the Customer shall comply with such instructions; or
- (c) temporarily suspend the Service because of an emergency or for operational reasons, maintenance or improvements. Service will be restored as soon as possible.

Before doing any of these things BT will give the Customer as much notice as possible.

3.7 Where BT provides the Customer with Content, the Customer's use of the Content is at the Customer's own risk. The Customer understands and agrees that:-

- (a) the Content may change from time to time;
- (b) the Content can only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights. The Customer must not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (c) BT does not guarantee the accuracy or completeness of the Content;
- (d) some of the Content will have its own terms and conditions. These may be displayed online or elsewhere. If the Customer accesses this Content the Customer must keep to these terms and conditions; and
- (e) access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.

3.8 The Customer does not own any number or have any right to sell the number related to the Service.

3.9 BT may monitor and record calls relating to customer services and telemarketing. BT does this for training purposes and to improve the quality of its customer services. BT also records all calls to 999 or 112 services.

### **4. CONNECTION OF EQUIPMENT AND/ OR LAN TO THE SERVICE**

The Customer will obtain any permission needed for BT to put BT Equipment on the Site. The Customer will not permit or make without limitation any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any BT Equipment. The Customer must ensure that any Customer Equipment and/ or LAN:

- 4.1 connected to or used with the Service is connected and used in accordance with any applicable instructions, safety and security procedures; and
- 4.2 attached (directly or indirectly) to the Service is compliant with any relevant legislation.
- 4.3 is technically compatible with the Service and will not harm BT's network or another customer's equipment;
- 4.4 is connected using the applicable BT network termination point, unless the Customer has BT's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws; and
- 4.5 is adequately protected by the Customer against viruses and other breaches of security.

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### **5. ACCESS AND SITE REGULATIONS**

- 5.1 The Customer agrees to prepare the Site according to any instructions BT may give. To enable BT to carry out its obligations under this Contract, 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 any Site or any other premises outside BT's control. The Customer agrees to provide at its expense a suitable place and conditions for BT Equipment and, where required, continuous mains electricity supply and connecting points.
- 5.2 BT employees and anyone acting on BT's behalf will observe the Customer's reasonable Site regulations as previously advised in writing to BT by the Customer. In the event of any conflict between the Site regulations and these Conditions, these Conditions will prevail.
- 5.3 BT and the Customer will meet each other's reasonable requirements for the safety of people on any Site. The Customer and BT agree to look after each other's equipment on the Site. If the Customer or BT damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.

### **6. SECURITY**

- 6.1 The Customer is responsible for the security and proper use of User IDs.
- 6.2 The Customer must take all necessary steps to ensure the User IDs are kept secure and confidential and must not disclose the User IDs to unauthorised people.
- 6.3 The Customer must immediately inform BT if there is any reason to believe that a User ID 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.
- 6.4 The Customer must not change or attempt to change a User ID without BT's prior agreement. If a Customer forgets or loses a User ID the Customer must contact BT and satisfy such security checks as BT may operate.
- 6.5 BT does not guarantee the security of the Service against unauthorised or unlawful access or use. BT reserves the right to suspend access to the Service and/ or change User IDs or require the Customer to change the User IDs if at any time BT considers that there is or is likely to be a breach of security.
- 6.6 The Customer must immediately inform BT of any changes to the information the Customer supplied when registering for the Service.
- 6.7 Where the Service allows access to the internet the Customer understands and agrees that the use of the internet is at the Customer's own risk.

### **7. USE OF THE SERVICE**

- 7.1 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service in any country in which it is provided.
- 7.2 Unless BT agrees otherwise in writing the Service is provided solely to the Customer and the Customer will not resell or attempt to resell the Service or any part or facility of it to any third party.
- 7.3 The Service must not be used:
- (a) in a way that does not comply with the terms of any legislation or any licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights or that is in any way fraudulent or unlawful;

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- (b) in a way that does not comply with any instructions given under paragraphs 3.6 (b) and 4.1 or by any other public telecommunications operator or other competent authority, in any country where the Service is provided;
- (c) to send, communicate, knowingly receive, upload, download, use or re-use any information/material or make any calls which is abusive, indecent, defamatory, obscene, intended to deceive/cause annoyance/needless anxiety, menacing, and/or is in breach of confidence, copyright, privacy or any other rights;
- (d) 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
- (e) other than, where relevant, in accordance with BT's acceptable use policies in respect of BT's public switched telephone service.

7.4 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:

- (a) the Service in contravention of paragraphs 7.1 to 7.3; or
- (b) the server capacity or any 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 to do so;

BT may treat the contravention as a breach of this Contract for the purposes of paragraph 17.

7.5 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of paragraphs 4, 3.7b, 7.1, 7.2 or 7.3. 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 and have due regard to the Customer's representations.

7.6 The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any Users to perform or observe the terms and conditions of this Contract, including any instructions issued under paragraphs 3.6 or 4.1.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Except as expressly set out in the Contract, the Customer and BT do not acquire any rights or licences to the other's Intellectual Property Rights.

8.2 Where Software is provided to enable the Customer to receive and use the Service, BT grants the Customer for the duration of the Contract a non-exclusive, non-transferable licence to use the Software for that purpose. Unless otherwise agreed in writing, any licence granted by BT under this clause 8.2 will end when the Contract is terminated.

8.3 The Customer will not, without BT's prior written consent, copy, decompile or modify the Software, nor copy the manuals or documentation or permit anyone else to do so (except as permitted by law or as expressly permitted under the Contract).

8.4 If the Service provides the Customer with Software licensed by third parties who require the Customer to accept their terms of use, the Customer must keep to those terms. 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.

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- 8.5 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 any time BT offers such updates or modifications.

### **9. INTELLECTUAL PROPERTY RIGHT INDEMNITIES**

- 9.1 BT will indemnify the Customer against any claims and proceedings arising from infringement of any third party 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 claims and give BT all reasonable assistance in doing so (BT will pay the Customer's 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.
- 9.2 The indemnity in paragraph 9.1 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 any modification which was not made by BT or with BT's prior written consent or the use of the Service other than in accordance with the terms of the Contract or breach by the Customer of clause 3.7 (d) or 8.4 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.
- 9.3 The limitations and exclusions of liability contained in paragraph 13 do not apply to this paragraph.
- 9.4 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, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service so that it is no longer infringing, provided that the modification or replacement does not materially affect the performance of the Service. If the indemnity in clause 9.1 applies and none of the remedies in this clause is available to BT on reasonable terms, BT may notify the Customer and terminate the Service without liability to the Customer.

### **10. 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;
  - (b) configuration of the IP router; and
  - (c) the appointment of a Systems Administrator.

The Customer acknowledges that BT is not responsible for providing any support, whether technical or otherwise, for the Customer's LAN.

- 10.2 Where IP addresses are allocated to the Customer, these are for use in connection only with the Service and all rights in those IP addresses belong to BT. The Customer cannot sell them

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or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for any reason the IP addresses will revert to BT.

### **11. CONFIDENTIALITY**

- 11.1 Except to the extent any disclosure is required by law and as set out in clause 11.2, 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, without the written consent of the other party, disclose that information to any person (other than their Group Company employees or professional advisers who need the information in order for the parties to fulfil its obligations under the Contract, or in the case of Customer, its Users to the extent that they are required to use or access the Service or in the case of BT also its suppliers and the employees or professional advisers of its suppliers, a BT Group Company or their suppliers, who need to know the information in order for BT to fulfil its obligations under the Contract).
- 11.2 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.
- 11.3 This paragraph 11 will not apply to:
- (a) any information which has been published or is in the public domain 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;
  - (d) information which a party is requested to disclose and, if it did not, could be required to do so by law; and
  - (d) information which is replicated independently by someone without access or knowledge of the other party's information.
- 11.4 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by BT in connection with the Contract the Customer will:-
- (a) notify BT immediately of the request; and
  - (b) give BT at least five Working Days to make representations.
- 11.5 This paragraph 11 will remain in effect for 2 years after the termination or expiration of this Contract.

### **12. CHARGES AND DEPOSITS**

- 12.1. Charges for the Service will be as specified in the Charges Schedule. Unless otherwise stated in the Charges Schedule or Order Form, charging will begin on the Service Start Date. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of BT.
- 12.2. The Customer is responsible for and must pay all Charges for the Service whether the Service is used by the Customer or someone else, and upon receipt of BT's invoice.
- 12.3. BT will send the bills to the address notified by the Customer to BT.

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- 12.4. Unless otherwise stated in the Charges Schedule the Customer agrees to pay:
- (a) in advance for subscription, rental, and other recurring charges (including inclusive usage charges); and
  - (b) in arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges.
- 12.5. All Charges will be invoiced and paid in pounds sterling unless otherwise agreed in writing by BT. Value Added Tax or any other 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.
- 12.6. As part of its credit management procedures, BT may, at any time:
- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; and/or
  - (b) carry out a credit vet of the Customer. The Customer agrees to provide BT with any information BT may reasonably require for this.
- 12.7. Payment is due on the date specified on the bill, unless otherwise stated in the Charges Schedule or Order Form.
- 12.8. The Customer must pay all charges by direct debit or monthly payment plan, unless otherwise advised by BT.
- 12.9. Where BT has agreed that the Service can be included within a standard BT pricing package or scheme, the Customer agrees that while the Service is included within the pricing package or scheme the charges specified in the Charges or Service Schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the Charges/Service Schedule.
- 12.10. If the Customer disputes any charge on a bill the Customer will notify BT in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:-
- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
  - (b) more than 5% of the total bill, the Customer must pay the amount not in dispute. Also, if requested by BT, the Customer will place funds equivalent to the disputed amount into an account with a reputable bank as reasonably specified by BT, established jointly by the Customer and BT, accruing interest at a variable rate equal to that which the selected bank certifies it would normally pay a commercial customer depositing the amount credited to such an account (escrow account).
- Any disputes will be resolved promptly and the resolved amount, if any, is payable immediately.
- 12.11. If BT does not receive payment by the due date, BT may charge the Customer:
- (a) any late payment charge as referred to in the Charges Schedule or Order Form; and/or
  - (b) daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank, compounded daily, for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 12.12. If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If BT instructs an

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agency, the Customer must pay BT an additional sum. This will not exceed the reasonable costs BT has to pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.

- 12.13. If any sum owed by the Customer to BT under the Contract or any contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with BT.
- 12.14. BT may check the Customer's details with a fraud prevention agency. If the Customer provides information that BT reasonably believes to be false or incorrect and BT suspects fraud, BT may record this information with a fraud prevention agency. BT and other organisations may use and search this information.

### **13. LIMITATION OF LIABILITY**

- 13.1 Neither BT nor the Customer excludes or restricts its liability for death or personal injury resulting from its negligence in connection with the Contract.
- 13.2 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, revenue, business or business interruption, anticipated savings, opportunity, expenditure (including wasted or of employees'/agents' time), data (including any destruction of data), contracts and goodwill. In addition, BT will not be liable to the Customer for any claim from third parties.
- 13.3 Without prejudice to any other contract which may exist between BT and the Customer for the provision of any other service, BT is not liable under this Contract in respect of, or, in connection with, any network or other service over which the Service is provided, including but not limited to BT's other networks or other services or any third party network or service.
- 13.4 BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of any other providers of service used in connection with the Service or for faults in or failures of equipment.
- 13.5 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £5,000 for any one incident or series of related incidents and to £10,000 for all incidents in any period of 12 months.
- 13.6 Nothing in this paragraph 13 shall exclude or limit the liability of the Customer to pay BT any Charges properly due for provision of the Service.
- 13.7 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.

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

- 14.1 If the Customer or BT is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, acts or omissions of parties for whom the Customer or BT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, or beyond the reasonable control of its suppliers, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.

- 14.2 In the event of:

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- (a) a refusal or delay by a third party to supply a telecommunications or electronic communications service to BT and where there is no alternative service available at reasonable cost; or
- (b) the imposition of restrictions of a legal or regulatory nature which prevent BT from supplying the Service

then BT will have no liability to the Customer for failure to supply the Service.

- 14.3 If any of the events detailed in paragraphs 14.1 or 14.2 continue for more than 3 months either party may serve written notice on the other terminating this Contract.

### **15. ESCALATION AND DISPUTE RESOLUTION**

- 15.1 (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 to the relevant dispute resolution service as follows:

(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); or

(ii) otherwise, as set out in clause 15.1(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 by the Customer and BT to the other from time to time.

- (c) If the dispute is not resolved after the procedures detailed in clause 15.1 (b) have been followed then, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service – Chartered Institute of Arbitrators ("DRS-CiArb"). If the dispute is referred to a mediator:-

(i) the mediator will be appointed by agreement between the Customer and BT. If the Customer and BT fail to agree within 7 days of a proposal by one party, the mediator will be appointed by DRS-CiArb; and

(ii) all negotiations on the dispute and any agreement reached will be kept confidential.

- (d) Nothing in this clause 15.1 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.

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### **16. TERMINATION OF THIS CONTRACT BY NOTICE**

Either party may terminate this Contract or the Service provided on giving 30 days written notice. If the Customer terminates the Contract, Service or part of the Service, the Customer must pay any outstanding and/or cancellation Charges as specified in the Charges Schedule or Order Form.

### **17. BREACHES OF THIS CONTRACT**

17.1 If the Customer or BT ends the Contract or the Service during the Minimum Period of Service the Customer will pay BT the termination charges as set out in the Charges Schedule or Order Form. This clause will not apply if:

- (a) the Customer ends the Contract or Service during the Minimum Period of Service because BT is in material breach of this Contract; or
- (b) BT ends the Contract or the Service during the Minimum Period of Service for convenience; or
- (c) the Contract ends because either clause 9.4 or 14.3 applies.

17.2 Either party may terminate this Contract or the Service (or both):

- (a) immediately on notice if the other party 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. In this clause breach includes non-payment of any valid invoice by the due date; or
- (b) immediately on notice if the other party commits a material breach of this Contract which cannot be remedied; or
- (c) on reasonable notice if the other party is repeatedly in breach of this Contract and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (d) immediately on notice if the other party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over their assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.

17.3 If BT is entitled to terminate this Contract under paragraph 17.2, BT may, on giving prior notice where practicable, suspend the Service without prejudice to such rights. Where the Service is suspended under this paragraph the Customer must pay the Charges for the Service until this Contract is terminated.

17.4 If the Contract ends BT will refund any money owed to the Customer after first deducting any money due to BT under this Contract or any other contract that BT has with the Customer.

17.5 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.

### **18. CHANGES TO THIS CONTRACT**

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- 18.1 If the Customer asks BT to make any changes 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.
- 18.2 BT can change the Conditions of this Contract including the Charges, unless specified otherwise in the Service Schedule or Charges Schedule or Order Form, at any time. BT will post any amended Contract on [www.bt.com](http://www.bt.com) (or any other online address that BT may advise the Customer), and/or in accordance with clause 22, and will not give Customers:
- (a) less than 14 days' notice for changes that are to Customer's significant detriment; and
  - (b) less than 1 days' before the change is to take effect for all other changes.

### **19. EXPORT CONTROL**

Provision of the Service to the Customer is subject to export control law and regulations. 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 consents. If, through no fault of BT, any necessary consents 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

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

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

### **21. GENERAL**

- 21.1 Subject to paragraph 18.1 this Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.
- 21.2 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.
- 21.3 The provisions of paragraphs 21.1 and 21.2 shall not affect the parties' rights or remedies in relation to any fraud or misrepresentation.
- 21.4 A person who is not party to this Contract (including an employee, the officer, agent, representative or subcontractor of the Customer or BT) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 21.5 Clauses 11 and 12.12 will survive the termination or expiry of this Contract for two years.
- 21.6 BT may take instructions from a person whom it thinks, with good reason, is acting with the Customer's permission.

## ***Conditions for BT Conferencing Services***

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### **21A. DATA PROTECTION**

The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the Contract. The Customer and BT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

### **22. NOTICES**

Notices given under this Contract must, except for notice given under paragraph 3.6 and 18.2, be in writing and may be delivered by hand or by courier, or sent by first class post, facsimile or e-mail. Notices to be sent by first class post are to be addressed:

- (a) to BT at BT Conferencing, Customer Services Manager, Wheatstone House, 650-654 Chiswick High Road, Chiswick, London W4 5SA or any alternative address which BT notifies to the Customer;
- (b) to the Customer at any one or more of the following: the address to which the Customer asks BT to send invoices, the address of the Site or the Customer's primary email address or, if the Customer is a limited company, its registered office.

Addresses for notices to be sent by e-mail or facsimile must be agreed in writing by both parties. The Customer must inform BT immediately if there is any change to any of the contact information the Customer provided to BT.

### **23. SEVERABILITY**

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.

### **24. LAW AND JURISDICTION**

This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.