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# **BT Conferencing Service - BT Legal Hearings Service** **(only available in the UK)**

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## **1. INTERPRETATION**

### **In this Service Contract:**

<b>“BT”</b>	means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000;
<b>“BT Group Company”</b>	means a BT subsidiary or holding company, including without limitation a holding company of BT, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985, as amended by the Companies Act 1989;
<b>“Charges”</b>	means the charges which are identified in the Service Order as applying to this Service Contract and any additional charges specified in the Service Order;
<b>“Cancellation”</b>	means as described in the Service Description/Specification under section 5.1;
<b>“Customer”</b>	means the person so named on the Service Order;
<b>“Department”</b>	means the Ministry of Justice;
<b>“No Show”</b>	means as described in the Service Description/Specification under section 5.2;
<b>“Service”</b>	means the BT Legal Hearings Service provided by BT as described in the Specification;
<b>“Service Contract”</b>	means, in order of precedence, the Service Order, the Service Order terms, the Specification and the Service Levels;
<b>“Service Levels”</b>	means the service levels set out in Appendix 3 to the Service Order terms;
<b>“Service Order”</b>	means the service order which includes as a minimum the information set out in Appendix 1 to the Service Order terms completed by BT and the Customer for the Services;
<b>“Specification”</b>	means the specification of the Service as set out in Appendix 3 to these Service Order terms;
<b>“User-ID(s)”</b>	means the pass codes or access codes or other codes allocated by BT to the Customer, to allow the Customer to use the Service;
<b>“Working Days”</b>	means any day between Monday and Friday, excluding bank and public holidays.

## **2. PROVISION OF THE SERVICE**

- 2.1 BT will provide the Service to the Customer on the terms of this Service Contract and the Services will be delivered by appropriately experienced, qualified and trained personnel.
- BT will ensure that all Services exceed or meet the relevant requirements of the Specification
- 2.2 BT confirms that it has full capacity, resources and authority and all necessary consents to enter into and to perform this Service Contract.
- 2.3 BT will discharge its obligations under this Service Contract with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this paragraph) in accordance with its own established internal procedures.
- 2.4 Occasionally BT may:
- 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; or
  - temporarily suspend the Service because of an emergency or for operational reasons, maintenance or improvements. Service will be restored as soon as possible.

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

### **3. TIMESCALES FOR DELIVERY OF THE SERVICES**

3.1 BT will deliver the Services in accordance with the directions received from the Customer.

3.2 If BT (other than to the extent caused by any act or omission of the Customer) fails to fulfil any obligation under this Service Contract by the agreed date for provision of the Services, BT will, at the request of the Customer, arrange such practical additional resources as are necessary to fulfil that obligation as early as practicable thereafter at no additional Charge to the Customer.

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

The Customer must ensure that any equipment and/or LAN, connected to or used with the Service is connected and used in accordance with any applicable instructions, safety and security procedures; and attached (directly or indirectly) to the Service is compliant with any relevant legislation.

### **5. SECURITY**

5.1 The Customer is responsible for the security and proper use of User IDs.

5.2 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.

5.3 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.

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

5.5 BT reserves the right to suspend access to the Service and/ or change User IDs if at any time BT considers that there is or is likely to be a breach of security.

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 in any country in which it is provided.

6.2 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.

6.3 Service must not be used:

- a) in a way that does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way fraudulent or unlawful;
- b) in a way that does not comply with any instructions given under paragraphs 2.4 (b) and 4 or by any other public telecommunications operator or other competent authority, in any country where the Service is provided;

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

- a) the Service in contravention of paragraphs 6.1 to 6.3; 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 Service Contract.

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6.5 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 6.1, 6.2 or 6.3. 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.

6.6 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 Service Order terms, including any instructions issued under paragraphs 2.4 or 4.

### **7. CONFIDENTIALITY**

7.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Service Contract and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers, or in the case of BT also its suppliers and the employees of a BT Group Company or their suppliers, who need to know the information).

7.2 This paragraph 7 will not apply to:

- a) any information which has been published other than through a breach of this Service Contract;
- b) information lawfully in the possession of the recipient before the disclosure under this Service 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 to do so by law.

7.3 Nothing in this paragraph 7 will be deemed or construed to prevent the Customer from disclosing any information received from BT:

- a) to any government department or any other contracting authority (as defined in the Public Contracts Regulations 2006);
- b) (where applicable) for the purpose of the examination and certification of the Customer's accounts ; or
- c) (where the Customer is a public body) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

This paragraph 7 will remain in effect for 2 years after the termination of this Service Contract.

### **8. PROTECTION OF PERSONAL DATA**

8.1 The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 (DPA). Where one party transfers personal data (as defined by the DPA) to the other for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of the Contract; will take measures to keep it secure; and, where it transfers personal data outside the European Economic Area (EEA) or to any subcontractors, to ensure that it is adequately protected.

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

9.1 BT will indemnify the Customer against any claims and proceedings arising from infringement of any intellectual property rights through BT's provision of the Service to the Customer. As a condition of this indemnity the Customer must:

- a) notify BT promptly in writing of any allegation of infringement;
- b) make no admission relating to the infringement;
- c) allow BT to conduct all negotiations and proceedings in respect of any 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

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conjunction with other equipment, software or services not supplied by BT or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify BT against all claims, proceedings and expenses arising from such infringements.

### **10. CHARGES**

- 10.1 Charging will begin when the Customer starts to use the Service. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of BT. The invoice will include all details required in the Service Order, and such other information as may from time to time be required by the Customer in order to validate the Charges in question.
- 10.2 The Customer agrees to pay all Charges for the Service within thirty days from the date of BT's valid invoice.
- 10.3 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.
- 10.4 If any sum of money will be due from BT, BT will raise a credit note and send this to the Customer.
- 10.5 BT Legal Hearings are charged at a set fee for 40 minutes of audio. Any fixed price calls that go over the 40 minutes product rule will be charged an overage on a pence per minute rate on top of the fixed rate. These Charges will be raised per call.
- 10.6 Overage Charges are set currently at per minute per call attendee.

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

- 11.1 BT accepts unlimited liability for death, personal injury or fraud resulting from its negligence. Paragraphs 11.3, 11.4, and 11.5 do not apply to such liability.
- 11.2 BT and the Customer acknowledge that the Department will have no liability whatsoever to BT or the Customer (or any of their sub-contractors, agents or employees) for any act or omission of either party that arises in relation to either party's obligations under this Service Contract or otherwise.
- 11.3 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data.
- 11.4 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 Service 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.
- 11.5 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.
- 11.6 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Service 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.
- 11.7 BT and the Customer expressly agree that should any limitation or provision contained in this paragraph 11 be held to be invalid under any applicable statute or rule of law it will to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability will be subject to the other limitations and provisions set out in this paragraph.

### **12. FORCE MAJEURE**

- 12.1 If either party is unable to perform any obligation under this Service Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.
- 12.2 Neither party will in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason

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of any failure or delay in the performance of its obligations under this Service Contract which is due to Force Majeure. Each party will use all reasonable endeavours to continue to perform, or resume performance of, such obligations for the duration of such Force Majeure event.

- 12.4 If either of the parties will become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it will immediately notify the other by the most expeditious method then available and will inform the other of the period which it is estimated that such failure or delay will continue.
- 12.5 It is expressly agreed that any failure by BT to perform or any delay by BT in performing its obligations under this Service Contract which results from any failure or delay in the performance of its obligations by any person, firm or company with which BT will have entered into any contract, supply arrangement or sub-contract or otherwise will be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company will itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 12.6 For the avoidance of doubt it is hereby expressly declared that the only events which will afford relief from liability for failure or delay will be any event qualifying for Force Majeure.

### **13. ESCALATION AND DISPUTE RESOLUTION**

- 13.1 If a dispute arises between the parties to this Service Contract, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:
- a) a dispute which has not been settled by the Customer's representative and the BT representative within 7 days of the matter being raised, may be escalated by either party to the first level by written notice to the other party;
  - b) if the dispute is not resolved at the first level within 7 days of escalation either party may refer the dispute to the second level.

The parties' representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other, from time to time.

- 13.2 If a dispute is not resolved after the procedures set out in paragraph 13.1 have been followed then, if the parties agree, the dispute will be referred to a mediator:
- a) the mediator will be appointed by agreement of the parties. In the event of a failure to agree within 3 days of a proposal by one party, the mediator will be appointed by the Centre for Dispute Resolution (CEDR);
  - b) within 14 days of the appointment of the mediator the parties will meet with the mediator in order to agree the procedure to be adopted for the negotiations;
  - c) all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;
  - d) if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them;
  - e) if the parties are not prepared to agree to the dispute being referred to a mediator, or fail to reach agreement within 2 months of the mediator being appointed then either party may exercise any remedy that it has under this Service Contract.

### **14. TERM AND TERMINATION OF THIS SERVICE CONTRACT**

- 14.1 This Service Contract will take effect on the date of execution of the relevant Service Order and (unless terminated earlier in accordance with the provisions of these Service Order terms), will expire on completion of the Service.
- 14.2 Termination in accordance with this paragraph 14 will not prejudice or affect any right of action or

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

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

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- a) Immediately on notice if the other party commits a material breach of this Service 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) immediately on notice if the other party commits a material breach of this Service Contract which cannot be remedied; or
- c) on reasonable notice if the other party is repeatedly in breach of this Service Contract and fails to remedy the breach within a reasonable time of a written notice to do so.

### **16. CONSEQUENCES OF TERMINATION**

If this Service Contract is terminated in accordance with the terms of paragraphs 14 or 15 and the Service to be supplied under this Service Contract has already commenced, BT will continue to provide the Service until the Service has been completed in accordance with the provisions of this Service Contract.

### **17. AMENDMENTS TO THIS SERVICE CONTRACT**

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 Service Contract will be amended from the date when BT confirms the change in writing to the Customer.

### **18. TRANSFER AND SUB-CONTRACTING**

Neither BT nor the Customer will assign, novate, sub-contract, declare a trust in respect of or otherwise dispose of this Service Contract or any part thereof without the prior written consent of the other party and the Department. Such consent will not be unreasonably withheld or delayed. Notwithstanding any sub-contracting permitted under this Service Contract, BT will remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

### **19. WAIVER**

- 19.1 The failure of either party to insist upon strict performance of any provision of this Service Contract, or the failure of either party to exercise any right or remedy to which it is entitled, will not constitute a waiver and will not cause a diminution of the obligations established by this Service Contract.
- 19.2 A waiver of any default will not constitute a waiver of any subsequent default.
- 19.3 No waiver of any of the provisions of this Service Contract will be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of paragraph 19.

### **20. NOTICES**

Notices given under this Service Contract must, except for notice given under paragraph 2.4 be in writing and may be delivered by hand or by courier, or sent by first class post or e-mail. Notices to be sent by first class post are to be addressed:

- a) to BT at BT Conferencing, 1<sup>st</sup> Floor, Shrewsbury ATE/TRS, Town Walls, Shrewsbury, Shropshire SY1 1TY, United Kingdom.
- b) to the Customer at the address to which the Customer asks BT to send invoices, the address of the Site or, if the Customer is a limited company, its registered office.

Addresses for notices to be sent by e-mail must be agreed in writing by both parties.

### **21. SEVERABILITY**

- 21.1 If any provision of this Service Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of its provisions will continue in full force and effect as if this Service Contract had been executed with the invalid, illegal or unenforceable provision omitted. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of these Service Order Terms, the Customer and BT will immediately commence good faith negotiations to remedy such invalidity.
- 21.2 Except as otherwise expressly provided in this Service Contract, all remedies available to the either party for default under this Service Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.

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### **22. ENTIRE AGREEMENT**

- 22.1 Subject to paragraph 17 this Service Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.
- 22.2 The parties acknowledge and agree that:
- a) they have not been induced to enter into this Service Contract by any representation, warranty or other assurance not expressly incorporated into it; and
  - b) in connection with this Service Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Service Contract and that all other rights and remedies are excluded.
- 22.3 The provisions of paragraphs 11.5, 22.1 and 22.2 will not affect the parties' rights or remedies in relation to any fraud or misrepresentation.
- 22.4 A person who is not party to this Service Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Service Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **23. BT'S MARKS**

- 23.1 BT and its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. The Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for conferences or meetings in which the Customer is an active participant, the Customer may not resell the Services or otherwise generate income from the Services.

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

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



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## **APPENDIX 1** Service Description/Specification

### **1 INTRODUCTION**

In 1999 Lord Woolf, Lord Chief Justice, amended the Practice Direction – part 23 which advocated that hearings could be conducted via the Telephone.

BT has, as a result, put together a service package, entitled the BT Legal Hearings Service (the Service) that enables courts to hold secure legal hearings via the telephone.

#### **1.1 Booking a BT Legal Hearings Call:**

Step 1 – Call BT Legal Call on Freefone **0800 028 4194** and quote your name and EB account number.

Step 2 – Provide the names and telephone numbers of the case participants, including the judge

Step 3 – Tell the co-ordinator the date, time and approximate duration of the hearing

Step 4 – Provide the name and address of the court and the court case reference number

1.2 If Customer requires assistance from the co-ordinator during the call, \*0 on the keypad can be pressed at any time. A separate account is not required to use the Service but a new Customer will be required to open an account with BT.

### **2 SERVICE OVERVIEW**

2.1 Provision of the Service will adhere to the practice direction conditions as follows:  
BT must dial-out to all those attending the telephone hearing in the following order;

- a) The applicants legal representative and his counsel
- c) The legal representative for all other parties
- d) The Judge

2.2 Unless the Judge himself requests otherwise, the telephone hearing must be recorded on tape which must be sent to the court following the hearing.

2.3 Recording must not start until the Judge has entered the virtual court room

2.4 A court name and reference number must be given when booking the call.

2.5 The Service is only available to customers with a UK BT phone conferencing account and all attendees must be located in the UK.

2.5 The call recordings are stored on the server, with logical system controls providing segregation. The server is backed up to System backup tapes which are encrypted on production. The key is retained by BT.

2.6 The Service is available to legal customers at a fixed Charge based on a maximum of 5 participants and maximum conference duration of 40 minutes.

### **3 SERVICE CHARGES**

3.1 Details of the Service Charges are set out in Appendix 2 entitled 'Service Order for the Service'. If you require further details, please contact Reservations on **0800 028 4194**. The Service will be charged at a fixed Charge. This charging structure will enable the legal representative to onward bill their clients in advance of being billed by BT.

### **4 ADDITIONAL INFORMATION**

4.1 The Service is provided subject to BT's standard conditions which are contained in this document.

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- For copies of information on any aspect of BTs products & services, please visit the website at [www.conferencing.bt.com](http://www.conferencing.bt.com)

- 4.2 BT reserves the right to revert to standard Charges if the number of participants or the duration as mentioned above is exceeded. Failure or neglect by BT to enforce these provisions will neither be construed nor deemed to be a waiver of BT's right nor prejudice BT's rights to take subsequent actions.
- 4.3 Mobile phones and sound equipment may lead to impaired quality the Service.
- 4.4 The Service described in this Schedule is subject to availability and may be modified from time to time.
- 4.5 The Service will be provided at the date and time specified by the Customer. BT will be able to provide the hearing at the time requested and they cannot request that the court change the time of the hearing.
- 4.6 BT will ensure a reliable and consistent service at all times, ensuring the smooth delivery of the service on all occasions.
- 4.7 An operator or automated computer system will reserve all telephone hearings. Bookings shall be made via telephone, or web-based systems. If a booking is made via telephone an operator will check the information before confirmation of the hearing is sent to the Customer.
- 4.7 An operator shall conduct the Service with a fully managed dial out system. The operator shall manually connect each line, and the Customer shall be announced as they join the hearing. At no point should the Customer be asked to enter a pin number or passcode. The operator shall be responsible for the hearing throughout the phone call and shall resolve any technical difficulties that may arise.
- 4.9 The hearings shall be conducted in such a way as to ensure that they can be conducted over mobile phones, public phones such as call boxes and via special conference style telephones and are generally interoperable with all forms of telecommunication apparatus.
- 4.10 The hearings shall have the ability to be extended during the call if the Customers require the call to be extended. This extension shall be seamless and there should be no disruption to the service provided or other hearings that are booked for the same or overlapping time period.
- 4.11 Every hearing that is conducted shall be recorded simultaneously using two different digital recordings devices. BT shall store the recordings from the hearings.
- 4.12 The safe and secure storage and retention of recordings is a key deliverable of the Service Contract. BT shall have an adequate contingency plan, regarding the safe storage of the records. However, as a minimum protection the recordings should be stored in two separate locations.
- 4.13 The storage facility shall not be accessible via the internet or other external electronic means, and must be backed up once a day.
- 4.14 BT shall log each recording and reference it with the case reference number as indicated by the court. They shall use this reference number to ensure the easy and prompt retrieval of recordings.
- 4.15 Recordings shall, from time to time, be sent to the departments transcription companies. BT shall comply with such requests in 2 Working Days and ensure a good relationship exists between themselves and the transcription companies. At the moment there is no indication of the frequency of recordings required for transcription, but it is likely that retrieval of recordings for transcriptions shall be minimal.
- 4.16 BT shall be able to obtain copies of the recordings in the format requested by the Court. This may include tape, compact disc or email. Recordings shall be sent to the departments transcription companies.
- 4.17 BT shall at no time attempt to solicit trade by directly contacting the Customers unless they are current customers to BT. Where BT wishes to advertise requirements outside of this paragraph he shall send proof copies to the Ministry of Justice for authorisation, the Ministry of Justice reserves the right to reject and refuse such requests. The services shall be prompt, of high quality and value for money. BT must demonstrate and maintain good cost containment methods.
- 4.18 BT business continuity, disaster recovery and incident management plans
- BT manages business continuity, disaster recovery and incident management plans to ensure that all critical business processes within BT carry suitable mitigation plans for potential disruption due to identified areas of risk.

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In Summary:

- BT operates a well-developed business continuity management system which aligns to the requirements of ISO22301, the industry standard for business continuity and follows mandatory guidelines from BT Group.
- BT has a set of mitigation plans in place which document our response to a variety of risks: people loss, building loss, loss of critical systems, and loss of suppliers or network.
- BT business continuity processes passed external ISO9001 audit by Lloyds Register Quality Assurance (LRQA) in October 2011.
- BT operates an ITIL-aligned incident management process which is regularly reviewed and updated
- BT manages resilient architecture & operations to deliver a global service for BT's products.
- Within BT's contingency planning, in the extreme event of losing UK call centre capacity, BT would need to deliver all managed event calls, including the Service, from outside the UK; for inbound calls to service desk and reservations, overseas fail-over is seamless and automatic using BT's Next Generation Contact Centre system.

### 4.19 BT guidelines for dial out telephone connections to Customers

BT will use the following best practice guidelines to dial out to participants for a BT Legal Hearings call:

- The BT event manager will make up to three attempts to dial out from the BT conferencing audio bridge to connect to each participant telephone number, as provided by the Customer at the time of booking the Service.
- Furthermore, the BT event manager will try to connect to each participant booked on the call for up to five minutes after the booked start time for the BT Legal Hearings Call.

For situations when it is not possible for BT to connect all the participants onto the call, such as participants tell us they are not available or we get voicemail or nobody answers the call and the Customer organiser requests BT to cancel the call, then a 'No-Show' charge will be payable.

In addition, when it is not possible for BT to connect all the participants onto the call, such as participants tell us they are not available or we get voicemail or nobody answers the call and the Customer organiser requests BT to set up the call for an alternative time, then the organiser will need to cancel the original call and book a new time and date for the call. A 'No-Show' charge will be payable for cancelling the original call booked.

### 4.20 BT Audio Recordings

BT records and stores the BT Legal Hearing calls in the US in accordance with BT UK Security Policy and Standards.

## **5 CANCELLATION CHARGES**

### 5.1 BT reserves the right to apply a Cancellation or No Show charge in certain circumstances. Details are as follows:

Notice given before commencement of conference and associated cancellation charge:

Less than 30 minutes – 100% of booking fee  
More than 30 minutes - 0% of booking fee.

### 5.2 BT No Show charging policy

For situations when it is not possible for BT to connect all the participants onto the call, such as participants tell us they are not available or we get voicemail or nobody answers the call and the Customer organiser requests BT to cancel the call, then a 'No-Show' charge will be payable. In addition, when it is not possible for BT to connect all the participants onto the call, such as participants tell us they are not available or we get voicemail or nobody answers the call and the Customer organiser requests BT to set up the call for an alternative time, then the organiser will need to cancel the original call and book a new time and date for the call. A 'No-Show' charge will be payable for cancelling the original call booked.

For any call classified as a No Show, then a No Show charge will be levied at 100% of the full booked value for the call.

**BT Conferencing Service - BT Legal Hearings Service  
(only available in the UK)**

**APPENDIX 2**  
Service Order for BT Legal Hearings Service

This Service Order for BT Legal Hearings Service is made between the following parties:

The Customer; or Customer Account Number (EB number)	British Telecommunications plc (BT)
Invoice Address;	

Information required for a valid Service Order

•Name of Contact booking call	
Details of the services required including the charges:  Legal Hearing Flat Fee *** Recordings included. Stored for 7 years.  ***Flat fee is for 40 minutes. Any fixed price calls that go over the 40 minutes product rules will be charged on a pence per minute rate on top of the fixed rate. This overage Charge will be per minute per call attendee	<b>Per Conference</b>
Details of the premises to which the services will be provided:	
Case reference number (as provided by the Court):	
Date(s) and time(s) for the service to be provided:	
Case Name	
Court Name	
Company Name	
Judge Name and Telephone number	
Other Participant Names and Telephone Numbers	

# **BT Conferencing Service - BT Legal Hearings Service (only available in the UK)**

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## **APPENDIX 3 Service Levels**

### **Service levels shall be as follows:**

- Availability of service: all services must be available at a minimum of 99% of the time subject to any force majeure events or unexpected peaks in demand.
- Technical support will be available during normal working hours at a minimum of 99% of the time
- 99% of complaints will be resolved to the satisfaction of the Customer within 15 Working Days

### **Response times:**

***BT shall meet the below service levels 98% of the time;***

- |  |               |
|--|---------------|
| • In call support (average time to answer calls during conference) | 30 seconds    |
| • Bookings (time to answer email/phone call to make a booking)     | 30 seconds    |
| • Booking confirmation (time to send out confirmation of booking)  | 1 working day |
| • Technical response during telephone hearing will be within -     | 30 seconds    |
| • Technical response outside of telephone hearing will be within - | 4 hours       |

### **Recordings:**

Recording will be retrieved and despatched by BT within 2 Working Days of receipt of a valid request to despatch the recording by the court.

#### Exceptions:

The parties acknowledge that performance in certain circumstances will not contribute to the overall measurement of Service level targets. These circumstances include:

- a) Force majeure events
- b) Any unexpected major increase in demand due to the lack of volume forecast information made available by the Department.