



BT's Terms & Conditions for the Private Emergency Overrun Service

Contents

The Basics	2
The Service	2
Charges and payments	4
Protecting Information	5
Ending a Service or the Contract.....	7
If Something Goes Wrong	8
Everything Else.....	10
Defined Terms.....	11

These Conditions are not applicable to any part of the Private Circuits that are outside BT's Area



The Basics

1 Interpretation

- 1.1 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.2 Any time either Party has a right or obligation that it may exercise or perform then whether either of the Parties chooses to exercise or perform that right or obligation will be in that Party's sole discretion.
- 1.3 Any reference to a specific law or regulation in the Contract includes that law or regulation as amended replaced or extended.

2 Basic principles

- 2.1 BT confirms that it is a legal corporation authorised to agree the Contract and provide the Services.
- 2.2 The Customer confirms it is legally set up as a business authorised to agree the Contract and carry out its responsibilities under it.
- 2.3 The BT Privacy Policy sets out how BT uses the Customer's Personal Data and includes more details about what BT can do with it the Customer's rights and BT's obligations.

The Service

3 Service Summary

- 3.1 BT will provide the Service to the Customer on the terms of this Contract which set out the entire Contract between BT and the Customer.
- 3.2 BT will provide the Customer with the facility for a telecommunication service by means of a Private Circuit.
- 3.3 The Customer acknowledges that BT is providing the Services as an emergency overrun facility only. The Customer accepts and agrees that BT does not recommend or endorse the use of the Services with any Customer Equipment or for services that the Customer considers to be critical and that BT cannot guarantee that the Service will never be faulty.
- 3.4 It is assumed that there are no compatibility or interface requirements applicable to the Services and BT does not make any representations about whether the Service will operate in combination with the Customer Equipment.
- 3.5 If BT carries out any ad hoc surveys at the request of the Customer and such surveys identify that additional engineering work is required BT will provide the Customer with a quote for the completion of this additional work.
- 3.6 Throughout the provision of the Service BT will:
 - 3.6.1 provide each Service with the care and skill that would reasonably be expected in the circumstances
 - 3.6.2 comply with Applicable Law
 - 3.6.3 comply with and may exercise its rights in the Compliance Obligations
 - 3.6.4 provide information relating to the Customer's use of the Service to authorities regulators and law enforcement agencies if it is legally required to
 - 3.6.5 if applicable to a Service take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network

3.6.6 repair any Incidents in the Service in accordance with Clause 9

- 3.7 BT may change any Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include:
 - 3.7.1 introducing or removing features of a Service or
 - 3.7.2 replacing the Service with a materially equivalent Service.
- 3.8 Where at the request of the Customer any work to provide the Service is done outside BT's normal working hours the Customer will pay a charge for such work calculated at BT's applicable hourly rate as set out in Section 15 (Part 8) of the BT Price List.
- 3.9 The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions.
- 3.10 There is no optional diversity available with this Service and any historical diversity that may have existed will lapse.
- 3.11 The Customer accepts that occasionally BT will provide instructions necessary for the continued operation of the Service and the Customer agrees to follow these instructions.

4 Customer eligibility

- 4.1 Only the following Private Circuits are permitted to use the Service:
 - (a) Private Circuits ordered prior to 1 September 2016 if ordered as an Analogue KiloStream or KiloStream N product or 31 March 2019 if provided as a sub 2Mb Partial Private Circuit ("PPC")
 - (b) Private Circuits not subject to a temporary operational suspension or cessation as a result of any form of billing or Private Circuit ownership dispute
 - (c) Private Circuits that are billed for monthly
 - (d) Private Circuits directly or indirectly (via the BT Wholesale channel) supporting critical elements of national infrastructure (assets facilities systems networks processes or the essential workers that operate and facilitate them) the loss or compromise of which is likely to result in:
 - (i) major detrimental impact on the availability integrity or delivery of essential services including those services whose integrity if compromised could result in significant loss of life or casualties taking into account significant economic or social impacts and/or
 - (ii) significant impact on national security national defence or the functioning of the state and
 - (e) Private Circuits must be operated by an organisation within one of the following recognised critical national infrastructure sectors Chemicals Civil Nuclear Communications (including Communication Providers) Defence Emergency Services Energy Finance Food Government Health Aerospace Transport and Logistics and Water.
- 4.2 Eligibility applies at industry sector level and individual Private Circuit level. This means that not all services operated by a single eligible organisation are necessarily eligible to be replaced by the Services.
- 4.3 A Customer operating eligible services (as defined in Clauses 4.1 and 4.2) will be required to provide the following in advance of commencement of Services:

- (a) an agreed inventory of Services (to include BT PSID billing account code and Customer contact details for each service included). Only Private Circuits listed on the inventory will be deemed operational under the terms of this Service and
- (b) end customer details for each Private Circuit together with evidence of User application meeting the eligibility qualifying criteria defined within this Clause 4 within the agreed inventory.
- 4.4 To ensure Private Circuits will be ceased within the lifetime of the Service Private Circuits must be part of a clearly defined migration plan. The plan to be submitted to prior to the Service Start Date must provide as a minimum auditable volumetric check points showing expected Private Circuit volumes at no less than quarterly intervals from 1st April 2020 until an organisations Private Circuit volumes reach zero (i.e. all Private Circuits on the agreed inventory are ceased). A progress review timeframe proposal must be agreed with a maximum period between reviews of one year. BT requires the Customer to commit to reviewing progress of the plan outlined above with BT and a nominated Customer contact to ensure the volumetric glide path planned is adhered to or bettered.
- 4.5 The Service is subject to survey and assumes the timely Customer consent for relevant Site survey activities and approvals. If a survey or other tests reveal that the Service does not meet the eligibility criteria and requirement set out in this Clause 4 BT will notify the Customer as soon as practicable and the order for the Service will be cancelled immediately without liability to either Party.

5 Inventory of Services

- 5.1 The Customer will provide a completed inventory of services to be operated under the Service to BT in advance of the Contractual Delivery Date/ Service Start Date. BT will assume any former Analogue and KiloStream services not included on the inventory are surplus to requirements and can be terminated without further notice after 31st March 2020. BT will validate the Customer prior to the Effective Date.
- 5.2 Prior to Service Start Date the Customer will provide written assurance to BT that all services listed on the agreed inventory in accordance with Clause 5.3 will be ceased by 31st March 2023.
- 5.3 The Customer must meet the eligibility criteria set out below and must complete all necessary documentation and self-certification required by BT to demonstrate that they meet the criteria.

6 Commissioning the Service

- 6.1 BT will:
- 6.1.1 configure the Service and
- 6.1.2 conduct a series of standard tests on the Service to ensure that it is configured correctly.

7 Providing the Service by special means

- 7.1 Where in order to meet the Customer's requirements:
- 7.1.1 BT considers it appropriate or necessary in the circumstances applying to provide Service wholly or in part by means of non-standard apparatus apparatus constructed by non-standard or exceptionally expensive methods or at substantially greater expense than it normally

incurs to render its standard tariffs inappropriate or

- 7.1.2 at the Customer's request Service is provided at greater expense by reason of the type of materials used the length or the manner of installation than BT normally incurs BT may determine in addition to any standard charge payable a supplementary rate of rental and/or other charge in relation to the relevant application for Service. BT will inform the Customer by notice in writing of the extra rate of rental or other charge and the Customer may in a case where Clause 7.1.1 applies within 30 days of the date of BT's notice cancel the application by written notice. If this Clause 7.1 applies to the provision of a Private Circuit the Contractual Delivery Date will be the date agreed in writing by BT and the Customer.

- 7.2 A rate of rental or other charge determined under Clause 7 may be in addition to or instead of any applicable standard rates of rental and/or other charges for Service.
- 7.3 BT may determine in an individual case (having regard to the non-standard nature or proposed special means of provision of the Service or facility in question or the circumstances of the proposed provision or the interests of other customers or users of Service) that it is necessary or appropriate that special terms and conditions will apply in addition to or instead of any terms and conditions of this Contract. BT will inform the Customer concerned by notice in writing of the special terms and conditions and the Customer may in a case where Clause 7.1.1 applies within 30 days of the date of BT's notice cancel the application by written notice. In any conflict between any terms and conditions determined in accordance with this Clause and this Contract as a whole the special terms and conditions will prevail.

8 BT's responsibility for Service to a point in the Hull Area, The Isle of Man, The Channel Islands or Ireland (Republic Of)

- 8.1 Where Service provided under this Contract enables the connection of a point in BT's Area and a point in the Hull Area the Isle of Man the Channel Islands or Ireland (Republic of) this Contract applies only to the provision of Service by means of telecommunication systems which BT was previously authorised to run by a Licence and:
- 8.1.1 BT may terminate or suspend Service in accordance with Clause 17.1.3 and
- 8.1.2 the Customer is responsible for making application for service to the telecommunications provider in the Hull Area the Isle of Man the Channel Islands or Ireland (Republic of) as the case may be and for compliance with that provider's conditions.

9 Fault repair

- 9.1 The Customer must report a fault in Service by telephoning the number specified in the BT Order Form or such other number as BT may from time to time provide to the Customer. When the Customer reports the fault the Customer will provide BT with a Contact Telephone Number to enable BT to advice on the progress being made to clear the fault.
- 9.2 If the Customer reports a fault in Service BT will respond in line with the level of repair service applicable to the

Service by carrying out one or more of the following actions:

- 9.2.1 providing advice by telephone including advice where appropriate as to tests and checks to be carried out by the Customer
 - 9.2.2 where possible carrying out diagnostic checks from BT premises or
 - 9.2.3 visiting the Customer's Premises or a point in BT's network only if BT's action under Clauses 9.2.1 and 9.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by BT.
- 9.3 BT will take all proper steps to correct the fault without undue delay.
- 9.4 If the Customer reports a fault and BT finds there is none or that the Customer caused the fault BT may charge the Customer for any work as set out in Section 15 (Part 8) of the BT Price List.
- 9.5 If BT agrees to attend a reported fault in Service outside the normal working hours appropriate to the level of Standard Care BT is contracted to provide for the Customer the Customer must pay a charge calculated at BT's applicable hourly rate.
- 9.6 If BT agrees to attend a reported fault inside the normal working hours appropriate to the level of Standard Care BT is contracted to provide for the Customer and either access to the Customer's property is denied or impeded by the Customer or the Customer has failed to obtain any necessary permission in accordance with Clause 11.1 the Customer must pay a charge calculated at BT's applicable hourly rate.

10 Customer Equipment

- 10.1 Customer Equipment must only be connected to BT's telecommunications systems using Connecting Points unless BT agrees otherwise. BT may end any such agreement after giving the Customer reasonable notice.
- 10.2 The Customer will ensure that any Customer Equipment used directly or indirectly in relation to the service is:
- 10.2.1 adequately protected against viruses and other breaches of security
 - 10.2.2 in conformance with the interface specifications and routing protocols BT specifies or
 - 10.2.3 technically compatible with the Service and will not harm or damage BT Equipment the BT's Network or any of BT's suppliers' or subcontractors' network equipment.
- 10.3 The Customer will immediately disconnect any Customer Equipment or advise BT to do so at the Customer's expense where Customer Equipment:
- 10.3.1 does not meet any relevant instructions standards licences or Applicable Law or
 - 10.3.2 contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material
- and redress the issues with the Customer Equipment prior to reconnection to the Services. If the Customer asks BT to test the Customer Equipment to make sure it meets those standards or any applicable licence the Customer will pay BT's reasonable Charges.

11 Access to and preparing the Customer Premises

- 11.1 For Sites not under BT's control the Customer will obtain and maintain all necessary consents licences permissions and authorisations that are required for the provision of the Service to the Customer at the Sites including consents for alterations to buildings or entrance to property required from local authorities landowners or owners for:
- 11.1.1 the installation of the Service including BT Equipment and
 - 11.1.2 the use of the Service over the Customer's network or at a Site.
- 11.2 BT will meet the Customer's reasonable safety and security requirements that the Customer notifies BT of when on the Premises and the Customer agrees to do the same for BT.
- 11.3 The Customer agrees to provide at its expense a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.
- 11.4 The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged unless it is due to fair wear and tear or is caused by BT or anyone acting on BT's behalf. BT will look after the Customer's physical property as set out in Clause 21.5.1(b).
- 11.5 When BT's work is completed the Customer will also be responsible for putting items back and for any redecorating which may be needed.

12 Misuse and limitation on use of the Service

- 12.1 Nobody must use the Service:
- 12.1.1 to send offensive indecent menacing nuisance or hoax messages or communications
 - 12.1.2 fraudulently or in connection with a criminal offence
 - 12.1.3 in breach of instructions BT has given under Clause 3.9.
- 12.2 The Customer will:
- 12.2.1 take all reasonable steps to make sure that this does not happen. The action BT can take if this happens is explained in Clause 17.1. If a claim is made against BT because the Service is misused in this way the Customer must reimburse BT in respect of any sums BT is obliged to pay and
 - 12.2.2 comply with the Acceptable Use Policy and Compliance Obligations.
- 12.3 Neither the Customer nor any other person is permitted to use the Service otherwise than in compliance with the provisions of any licence applicable to the Customer or as the case may be that other person in connection with the use of Service.

Charges and payments

13 Charges and payments

- 13.1 The Customer agrees to pay all charges for the Service calculated using the details recorded by BT. The Customer agrees that BT may submit bills for some of the charges in advance as specified in the Order.
- 13.2 BT will send bills to the address requested by the Customer and the Customer agrees to pay all charges in pound sterling for the Service whether the Service is used by the Customer or someone else and upon receipt of BT's bill.

- 13.3 Unless BT tells the Customer otherwise all Charges are exclusive of VAT which is chargeable at the applicable rate.
- 13.4 Rental for Service will commence on the Effective Date unless:
- 13.4.1 BT notifies the Customer of a later date for the commencement of the Service when rental will be payable from the date notified or
- 13.4.2 the Customer uses the Service before the Contractual Delivery Date when rental will be payable from the date the Customer first uses the Service.
- 13.5 Where at the request of the Customer any work to provide the Service is done outside BT's normal working hours the Customer will pay a charge for such work calculated at BT's applicable hourly rate as set out in Section 15 (Part 8) of the BT Price List.
- 13.6 Except for temporary Service the Customer must pay rental in accordance with BT's billing cycle. If BT begins or ceases Service on a day which is not the first or last day of the period by reference to which BT charges rental BT will apportion rental on a daily basis for the incomplete period. Rental is normally payable in advance but BT may on occasion bill the Customer in arrears.
- 13.7 BT will have the right to charge compensation on late payments at a rate equal to 4% per annum above the base lending rate of HSBC Bank plc for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 13.8 The Customer will pay all undisputed charges for the Service within 28 days of the date of BT's bill. If the Customer disputes any charge on a bill the Customer will within 14 days of the date of the bill notify BT in writing with all relevant information supporting the Customer's claim. The Parties will settle an invoice dispute in accordance with Clause 23 and once resolved disputed charges will be payable within 14 days of resolution of the dispute.
- 13.9 BT may at any time require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.
- 14.4 The Customer will indemnify BT for any Claims losses costs or liabilities brought against BT that results from or is connected with:
- 14.4.1 the Customer's use of the Service with equipment software or another service BT has not supplied
- 14.4.2 the Customer modifying a Service without BT's permission
- 14.4.3 any content designs or specifications that have not been supplied by BT or on BT's behalf or
- 14.4.4 the Customer using the Service in a way not permitted by this Contract.
- 14.5 The Customer will stop any activity that led to the Claim against BT as soon as BT gives the Customer Notice or the Customer becomes aware or should reasonably have become aware that the Customer's activity was causing a Claim against BT.
- 14.6 If using the Service leads to a Claim against the Customer as described in Clause 14.2 or BT believes it is likely to lead to one BT may at BT's expense:
- 14.6.1 get the Customer the right to carry on using the Service or
- 14.6.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights as long as the performance of the relevant parts of the Service is not materially affected.
- 14.7 The indemnity under Clause 14.2 and the actions in Clause 14.6 are the only remedies the Customer will have for Claims that the Customer's use of the Service infringes someone else's Intellectual Property Rights.
- 14.8 The indemnities given under Clauses 14.2 and 14.4 are only given as long as the Party being indemnified:
- 14.8.1 tells the Party giving the indemnity promptly about the Claim
- 14.8.2 gives the Party giving the indemnity complete control of the Claim straightaway
- 14.8.3 does not say anything publicly about the Claim or do anything that harms the defence of it and
- 14.8.4 does what it can to help the Party giving the indemnity with the Claim.

Protecting Information

14 Intellectual Property Rights

- 14.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.
- 14.2 If the Customer's use of the Service infringes or allegedly infringes someone else's Intellectual Property Rights BT will indemnify the Customer for any Claims losses costs or liabilities brought against the Customer as long as the Customer complies with the terms set out in Clause 14.8.
- 14.3 The indemnity in Clause 14.2 will not apply to any part of a Claim that results from or is connected with:
- 14.3.1 the Customer's use of the Service with equipment software or another service BT has not supplied
- 14.3.2 the Customer modifying the Service without BT's permission
- 14.3.3 any content designs or specifications that have not been supplied by BT or on BT's behalf or
- 14.3.4 the Customer using the Service in a way BT has not agreed.

15 Confidentiality

- 15.1 Both Parties will keep all Confidential Information confidential and neither Party will disclose it unless a Party needs to do that:
- 15.1.1 to meet its responsibilities or to receive any benefit under the Contract and then only to its employees agents Affiliates officers directors advisers and for BT only BT's subcontractors and suppliers who need to know or
- 15.1.2 because Applicable Law a government or regulatory authority or court of competent jurisdiction the Party has to and the Party disclosing it will give the other as much notice as reasonably possible before any disclosure.
- 15.2 The Party disclosing the Confidential Information in accordance with Clause 15.1.1 will ensure that the people receiving it comply with this Clause 15.
- 15.3 Each Party will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.

15.4 This Clause 15 will stay in place for a period of three years following the end of this Contract.

16 Data Protection

16.1 In this Contract the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules" "Controller" "Data Subject" "Personal Data" "Personal Data Breach" "Processing" "Processor" and "Supervisory Authority".

16.2 Whether or not any other provision in the Contract may say something different for BT to provide a Service Personal Data may be:

16.2.1 used managed accessed transferred or held on a variety of systems networks and facilities (including databases) worldwide or

16.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and the Customer appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation including:

- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates)
- (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission and
- (c) where applicable the EU-US Privacy Shield.

16.3 BT will be either Controller Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

16.4 If BT acts as a Controller:

16.4.1 BT may collect Process use or share Personal Data with BT Affiliates and Sub-Processors within or outside the country of origin in order to do any or all of the following:

- (a) administer track and fulfil orders for the Services
- (b) implement the Services
- (c) manage and protect the security and resilience of any BT Equipment the BT Network and the Services
- (d) manage track and resolve Incidents
- (e) administer access to online portals relating to the Services
- (f) compile dispatch and manage the payment of invoices
- (g) manage the Contract and resolve any disputes relating to it
- (h) respond to general queries relating to the Services or Contract or
- (i) comply with Applicable Law

16.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and where applicable BT Group's Binding Corporate Rules and

16.4.3 BT may from time to time contact the Customer Contact or other network IT or procurement manager involved in the procurement or management of the Services to provide additional information concerning the Services or other similar services.

16.5 If BT acts as a Processor:

16.5.1 the subject-matter duration nature and purpose of the Processing the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.bt.com/terms

16.5.2 in order to perform its obligations under the Contract BT will:

(a) Process the Customer Personal Data on the Customer's behalf in accordance with the Customer's documented instructions as set out in Clause 16.5.11 except where:

- (i) Applicable Law requires BT to Process the Customer Personal Data otherwise in which case BT will notify the Customer of that requirement before Processing unless to do so would be contrary to that Applicable Law on important grounds of public interest
- (ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by the Customer in accordance with Clause 16.5.11 infringes the Data Protection Legislation and BT will inform the Customer of its opinion without undue delay and will not be required to comply with that instruction

(b) to protect the Customer Personal Data against a Personal Data Breach implement technical and organisational security measures that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed

(c) provide Notice to the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data

(d) only use the Sub-Processors approved by the Customer by entering into the Contract or in accordance with Clause 16.5.9 and

(e) assist the Customer in the Customer's compliance with the Data Protection Legislation taking into account the nature of the Processing of the Customer Personal Data and the information available to BT relating to:

- (i) its obligation to respond to lawful requests from a Data Subject to the extent practicable
- (ii) the security of the Processing of the Customer Personal Data
- (iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects and
- (iv) a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority

and the Customer will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 12.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in Clause 12.5.2(b)

- 16.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data upon expiry or termination of the Contract and at the Customer's option BT will delete or return the Customer Personal Data within a reasonable time period and the Customer will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data
- 16.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 16.5 and subject to 30 days' Notice from the Customer allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the Customer) to audit this compliance at reasonable intervals (but not more than once per year) so long as:
- (a) the audit will:
 - (i) not disrupt BT's business
 - (ii) be conducted during Working Days
 - (iii) not interfere with the interests of BT's other customers
 - (iv) not cause BT to breach its confidentiality obligations with its other customers suppliers or any other organisation and
 - (v) not exceed a period of two successive Working Days
 - (b) the Customer (or the Customer's third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations and
 - (c) the Customer will reimburse BT's reasonable costs associated with the audit and where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clause 16.5 those of its Sub-Processors.
- 16.5.5 BT may demonstrate its compliance with its obligations set out in Clause 16.5 by adhering to an approved code of conduct by obtaining an approved certification or by providing the Customer with an audit report issued by an independent third party auditor (provided that the Customer will comply with appropriate confidentiality obligations and not use this audit report for any other purpose)
- 16.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Services permitted under the Contract or otherwise required by Applicable Law
- 16.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality
- 16.5.8 BT may use Sub-Processors in accordance with Clause 26.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 16.5 will be imposed on any Sub-Processors
- 16.5.9 BT will inform the Customer of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing the Customer with online notice of the intended changes at www.bt.com/terms and the Customer will have 30 days starting from the first Working Day of the calendar month following the date of the online notice to object to the change or
 - (b) giving the Customer Notice in accordance with Clause 25 and the Customer will have 30 days starting from the date of the Notice to object to the change and
- if the Customer does not object in accordance with Clauses 12.5.9(a) or 12/5/9(b) the Customer will be deemed to have authorised the use of the new Sub-Processors
- 16.5.10 the Customer may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 25 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation and if such Notice is received within the time required by Clause 16.5.9 both Parties will address the Customer's objection in accordance with the process set out in Clause 23 and BT may use the relevant Sub-Processor to provide the Services until the objection is resolved in accordance with Clause 23
- 16.5.11 the Contract contains the Customer's complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with Clause 31 to take account of any resulting change in the Charges or the Services
- 16.5.12 the Customer will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Services by BT including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT and
- 16.5.13 the Customer will only disclose to BT the Personal Data that BT requires to perform the Services.
- 16.6 If permitted by Applicable Law:
- 16.6.1 a Party in breach of the Data Protection Legislation or this Clause 16 will be liable to the other for any losses costs and liabilities (including those arising from Claims) incurred or suffered by the other Party where those losses costs and liabilities are caused by or in connection with that breach including where the Parties are jointly and severally liable and
- 16.6.2 where the Parties are jointly and severally liable for a Claim caused by Processing neither Party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal Data without the prior written agreement of the other Party.
- 16.7 Where each Party acts as a Controller in relation to the Processing of Personal Data under the Contract the Parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.
- 16.8 If in accordance with Clause 31 BT proposes amendments to the Contract to reflect changes to BT's security measures policies and processes to enable BT to comply with the Data Protection Legislation the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

Ending a Service or the Contract

17 When BT may restrict or suspend a Service

- 17.1 BT may restrict or suspend the Service or Contract at any time without notice if one of the following applies:
- 17.1.1 BT reasonably believes that the Service is being used in a way forbidden by Clause 12. This applies even if the Customer does not know that the Service is being used in such a way
 - 17.1.2 If BT reasonably considers that it is required to do so in order to safeguard the integrity or security of the BT Network or
 - 17.1.3 if the provision of any service outside BT's Area is terminated or suspended.
- 17.2 If BT restricts or suspends a Service because of the reasons in Clauses 17.1.1 or 17.1.2:
- 17.2.1 The Customer will still have to pay the charges that are payable for the Service until the Service ends and
 - 17.2.2 BT may apply a charge to start the Service again.
- 17.3 BT may temporarily restrict or suspend the Service or Contract at any time giving the Customer as much notice as possible and restoring the Service as soon as possible if one of the following applies:
- 17.3.1 in order to provide or safeguard service to a hospital or to the emergency or other essential services
 - 17.3.2 the alteration of BT's Telecommunications Apparatus to permit the passage of vehicles with abnormal loads
 - 17.3.3 to implement a change to the Service
 - 17.3.4 the repair maintenance or improvement of any BT's telecommunication systems and Telecommunications Apparatus.
- 17.4 If the Customer does not pay a bill BT will generally not suspend the Service or end this Contract until 28 days after the payment was due (21 days if the Customer pays monthly). However sometimes BT may take this action after only 14 days (seven days if the Customer pays monthly).

18 Terminating the Contract

- 18.1 The Customer may cancel this Contract or any part of the Service at any time before BT provides the Service.
- 18.2 The Contract can be ended by the sooner of:
- 18.2.1 one month's Notice prior to the end of the Term or
 - 18.2.2 the Contract expiring at the end of the Term.
- 18.3 If BT gives Notice to terminate the Contract in accordance with Clause 18.2.1 the Customer must pay rental up to the expiry of the Notice.
- 18.4 BT will repay or credit the appropriate proportion of any rental paid in advance for a period ending after the Customer's liability for rental ceases.
- 18.5 Either Party may terminate the Contract in whole or in part straightaway by giving the other party Notice to terminate if:
- 18.5.1 the other Party materially breaches the Contract and where it is possible they do not put the situation right within 30 days after Notice of their breach
 - 18.5.2 the other materially breaches the Contract and the situation cannot be put right or
 - 18.5.3 bankruptcy or insolvency proceedings are brought against the Customer or if the Customer does not make any payment under a judgement

of a Court on time or the Customer makes an arrangement with its creditors or a receiver administrative receiver or an administrator is appointed over any of its assets or the Customer goes into liquidation or a corresponding event under Scottish law.

and the Parties will each have to pay the other the amounts referred to in Clause 19.3.

19 What happens when the Contract is terminated

- 19.1 If the Contract a Service or any order is cancelled terminated or expires for any reason it will not affect any rights that either of Party has up to that point.
- 19.2 If the Customer gives notice of an intention to terminate the Service BT will cease delivering the Service at the time of 23:59 on the termination date specified in the Notice.
- 19.3 If:
- 19.3.1 the Contract any Service or any order is cancelled terminated or expires for any reason each Party will immediately pay the other any money and interest that is due on the date of termination and
 - 19.3.2 the Contract in whole or in part or any affected Service is terminated in accordance with Clause 18.5.3 the Party terminating may alternatively set off any amounts due under this Contract or any other contract between the Parties.

If Something Goes Wrong

20 When BT is not to blame

- 20.1 BT cannot guarantee that the Service will never be faulty and will not be liable if it fails on one or more occasions to restore a Failure of a Private Circuit or for any impact arising directly or indirectly from any Service loss caused by network component failure and/or out of Service timeframes irrespective of outage time or whether Service loss is temporary or permanent.
- 20.2 BT will not be liable if it fails to do something it is supposed to under the Contract (including not carrying out any of its responsibilities carrying them out late or not meeting any Service Levels) whether or not there is a Force Majeure Event (in which case Clause 22 applies) to the extent BT's failure is due to:
- 20.2.1 The Customer's failure to carry out any of the Customer's responsibilities under the Contract or the Customer carrying them out late in which case the Customer will pay BT for any reasonable costs BT incurs as a result of the Customer's failure
 - 20.2.2 Anyone other than BT BT's Affiliates subcontractors or suppliers doing something or not doing something they need to do or
 - 20.2.3 restriction or prevention by Applicable Law a court order an application for interlocutory relief or injunction.

21 Limitation of Liability

- 21.1 The Contract excludes as far as the law allows any warranties conditions or other terms that might be implied by statute or common law.
- 21.2 Nothing in the Contract excludes or limits the liability of either Party for:

- 21.2.1 death or personal injury caused by either Party being negligent
- 21.2.2 fraud or fraudulent misrepresentation or
- 21.2.3 any other liability that cannot be excluded or limited under Applicable Law.
- 21.3 The Customer will as far as the law allows indemnify BT for any Claims losses costs or liabilities brought against BT by a third party that results from or is directly or indirectly connected with any loss of Service due to Failure of a Private Circuit or any other network component failure.
- 21.4 Neither Party will be held liable regardless of how that liability arose under or in connection with the Contract and whether in contract tort (including negligence or breach of statutory duty) misrepresentation (whether innocent or negligent) restitution or in any other way for:
- 21.4.1 any of the following losses no matter if those losses are direct or indirect:
- loss of profit revenue or anticipated savings
 - loss of business or contracts
 - loss of goodwill
 - loss from wasted expenditure wasted time or business interruption
 - loss destruction or corruption of data
 - liability to any third parties unless a Clause in the Contract says something different and
 - any special indirect or consequential loss or damage.
- 21.5 Other than for those matters set out in Clause 21.2 and Clause 21.6 in relation to the Service the total liability of either of us regardless of how that liability arose and regardless of the number of claims under or in connection with the Contract and whether in contract tort (including negligence or breach of statutory duty) misrepresentation (whether innocent or negligent) restitution or in any other way will be as follows:
- 21.5.1 BT's liability will be limited to:
- £100 000 in any 12 month period or
 - for loss or damage to the Customer's physical property arising from its negligence up to £200 000 in any 12 month period.
- 21.5.2 The Customer's liability will be limited to:
- £100 000 or
 - an amount equal to:
 - where the first incident occurs in the first 12 months of the Contract the charges that were paid or payable by the Customer or would have been paid or payable by the Customer had the incident not occurred for the first 12 months from the Effective Date or
 - where the first incident occurs at any other time the mean of the monthly charges that were paid or payable by the Customer from the Effective Date to the date when the first incident occurred multiplied by 12.
- 21.6 The Customer's obligations to pay any Charges due under the Contract including any interest payable under Clause 13.7 and any taxes due in connection with the charges together with any interest fines and penalties payable due to the Customer's failure to correctly withhold and pay taxes where applicable are in addition to and will not be counted towards the limitations set out in Clause 21.5.

- 21.7 Regardless of what it may say elsewhere in the Contract both Parties will take reasonable steps to mitigate each of the Parties' losses.
- 21.8 BT recommends that the Customer obtains business continuity (or other) insurance that is appropriate for the nature of the Customer's business just in case something goes wrong.
- 21.9 Provided BT has complied with its obligation set out in Clause 3.6.5 BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.

22 Force Majeure Events

- 22.1 If there is a Force Majeure Event the Party whose performance is affected by the Force Majeure Event will:
- not be liable for failing to do something they should have done or for not doing it completely or on time to the extent this is caused by the Force Majeure Event and
 - get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event.
- 22.2 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 30 days either Party may terminate the Service straightaway by giving the other Notice as long as the Force Majeure Event is still having an effect when the Notice is received and the Parties will each have to pay the other the amounts referred to in Clause 19.3.
- 22.3 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us the right set out in Clause 22.2 will end and the Notice will have no effect.

23 Settling disputes

- 23.1 The Parties will do what they reasonably can to settle any dispute or claim that occurs under or in relation to this Contract and to avoid having to get the courts or regulatory authorities involved.
- 23.2 The Parties will use the following dispute resolution process:
- whichever Party is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents
 - the Parties will use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days
 - if the dispute is not settled after 14 days (or any other period agreed by the Parties in writing) the dispute can be escalated to a senior executive of either Party (someone at vice president level or above) and
 - if the dispute still is not settled 14 days after it is escalated the Parties will consider mediation as set out in Clause 23.3.
- 23.3 After complying with Clause 23.2 either Party may by giving Notice to the other propose a mediator in which case:
- unless the Parties agree to another date the other Party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice
 - if both Parties cannot agree on the choice of mediator within a further 15 days the mediator

will be appointed by the London Court of International Arbitration or an equivalent independent body

23.3.3 unless the Parties agree otherwise any mediation will happen in London in English and

23.3.4 unless the Parties agree otherwise both Parties will share the costs of mediation equally.

23.4 Nothing in this Clause 23 stops either Party:

23.4.1 seeking interlocutory or other immediate relief if a Party is at risk of imminent harm unless something in the Contract already provides an adequate remedy

23.4.2 going to a court of competent jurisdiction if either Party considers it reasonable or

23.4.3 doing anything else this Contract lets the Parties do.

Everything Else

24 WEEE Directive

24.1 The Customer will comply with Article 13 of the WEEE Directive for the costs of collection treatment recovery recycling and environmentally sound disposal of any equipment supplied under the Contract that has become WEEE.

24.2 For the purposes of Article 13 of the WEEE Directive this Clause 24 is an alternative arrangement to finance the collection treatment recovery recycling and environmentally sound disposal of WEEE.

24.3 The Customer will comply with any information recording or reporting obligations imposed by the WEEE Directive.

25 Sending Notices under the Contract

25.1 If one Party needs to give the other Notice they will do it in writing in English and:

25.1.1 deliver it by hand or

25.1.2 send it by first class post recorded delivery or courier.

25.2 Notices need to be sent to:

25.2.1 BT at any address which BT provides to the Customer or the address shown on the bill or

25.2.2 the Customer at the address to which the Customer asks BT to send invoices the address of the Premises or if the Customer is a limited company its registered office.

25.3 The recipient is deemed to have received the Notice on the date (or if the date is not a Working Day then on the next Working Day) that:

25.3.1 the Notice is left at the address or someone signs for it on behalf of the addressee if it is delivered by hand or sent by courier or

25.3.2 is three days after posting if it is sent by first-class post or recorded delivery.

26 Transferring to another party

26.1 Either party may assign the benefit of the Contract to an Affiliate by giving the other Notice but if either party chooses to assign the benefit of the Contract to an entity that is not an Affiliate they need to get the other's permission in writing beforehand.

26.2 BT may subcontract any of its responsibilities under the Contract to another entity including to a BT Affiliate but

if it does it will still be responsible to the Customer under the Contract.

26.3 If BT subcontracts the performance of any of its rights or obligations to a BT Affiliate as described in Clause 26.2 the Customer will once the Customer receives Notice from BT deal directly with the BT Affiliate for ordering provisioning or maintaining the Services.

26.4 By giving the Customer Notice BT can novate the Contract a Service or an order to a BT Affiliate. If BT does all BT's rights responsibilities and liabilities will transfer to the BT Affiliate and the Customer will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Contract in relation to the relevant Service.

26.5 Either Party can assign or transfer our right to collect payments receivables or other assets arising as a result of the Contract.

27 Third parties' rights

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract even if a term seems to give the party a particular benefit.

28 No partnership or agency arrangement

Unless a Clause in the Contract says something different the Contract does not:

28.1 set up any partnership exclusive arrangement or joint venture between the Parties

28.2 make one Party the agent of the other or

28.3 authorise either Party to enter any commitments for or on the behalf of the other.

29 No waiver

If either Party does not do or delays doing something that this Contract allows they will not have waived their right to do it unless the Contract says something different.

30 What happens if part of the Contract is illegal, invalid or unenforceable

30.1 If any court of competent jurisdiction finds that any part of the Contract is illegal invalid or unenforceable that part will be considered removed but no other part of the Contract will be affected.

30.2 If any illegal invalid or unenforceable part of the Contract would be legal valid or enforceable if part of it were removed both Parties will negotiate in good faith to change the Contract so it reflects what both Parties originally intended as much as possible.

31 Changes to this Contract

31.1 BT can change this Contract (including the charges) at any time.

31.2 BT will notify the Customer of any changes to the Contract by giving prior notice to the Customer which will be published online at www.bt.com/terms (or any other online address that BT may advise) as follows:

(a) For changes that are to the Customer's material detriment at least 30 days before the change is to take effect and

(b) For all other changes at least one day before the change is to take effect.

31.3 Neither Party needs the consent of any Affiliate to vary or terminate the Contract.

32 After the Contract ends

At the end of the Contract provisions in the Contract that the Parties expect to remain in place after it ends will stay in place.

33 The Contract stands on its own

- 33.1 The Contract sets out the whole agreement between both Parties and replaces any previous communication between the Parties.
- 33.2 By agreeing the Contract each Party acknowledges they have not relied on any representation warranty collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each Party also waives all rights and legal remedies they might have had if it were not for this Clause 33.

34 Choice of law and courts

- 34.1 The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or the Parties' relationship including non-contractual ones.
- 34.2 Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or the Parties' relationship including non-contractual ones.

35 Counterparts

The Contract can be signed on one or more copies. Any single counterpart or a set of counterparts signed in either case by both Parties will constitute a full original of the Contract for all purposes.

Defined Terms

"**Acceptable Use Policy**" means specific rules that the Customer has to follow when using the Services. The Customer can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise).

"**Affiliate**" means any entity that directly or indirectly controls or is controlled by either Party or is jointly controlled with either the Customer or BT.

"**Applicable Law**" means the laws of England and Wales and any laws and regulations as may be amended from time to time that apply to the provision or receipt of a Service including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America and
- (b) all applicable export laws and regulations including those of the United States of America.

"**BT**" means British Telecommunications plc of 81 Newgate Street London EC1A 7AJ registered in England Number 1800000.

"**BT Equipment**" means any equipment (including any software) placed by BT or anyone acting on behalf of BT at the Premises to provide the Service.

"**BT Group**" means BT Group plc and its Affiliates.

"**BT's Area**" means the United Kingdom other than the Hull Area Isle of Man or the Channel Islands.

"**BT Network**" means the communications network owned or leased by BT and used to provide the Service.

"**BT Price List**" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"**BT Privacy Policy**" means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at:

<http://www.btplc.com/privacycentre/index.htm> (or any other online address that BT may advise).

"**Charges**" means the fees and charges that the Customer pays in relation to Service as set out in the Order and the BT Price List.

"**Claim**" means any legal claims actions or proceedings against one of us whether threatened or actual whether by a third party or the other Party to this Contract.

"**Compliance Obligations**" means those provisions obligations and rights set out under the drop-down heading "Compliance Obligations" at www.globalservices.bt.com/uk/en/footer_links/terms (or any other online address that BT may advise).

"**Confidential Information**" means confidential information either Party (or each Party's officers employees agents subcontractors suppliers advisers or Affiliates) gives the other after the date of the Contract no matter how it is recorded stored or disclosed and includes:

- (a) the Contract
- (b) information about technical or commercial know-how specifications inventions processes or initiatives or
- (c) any information a reasonable business person would see as confidential about:
 - (i) the business affairs customers clients subcontractors suppliers plans or strategy of either Party or its Affiliates and
 - (ii) the operations processes product information know-how designs trade secrets or software of either Party or its Affiliates

but it does not include:

- (a) information that is available to the public or becomes available unless it is because a Party breaches the Contract
- (b) information that was already available to the receiving party on a non-confidential basis
- (c) information both Parties agree in writing is not confidential information or
- (d) information that was developed by or for the receiving party independently of the confidential information.

"**Connecting Point**" means a block terminal a socket for a removable plug a distribution frame or any other device supplied installed and maintained by BT in the Premise to facilitate the connection of the BT or Customer Equipment to the Service.

"**Conditions**" means these terms and conditions for BT's Private Service.

"**Contact Telephone Number**" means the provision of a telephone number and name of a person nominated by the Customer for BT to contact to report the progress and clearance of a fault.

"**Contract**" means these terms and conditions and the BT Order Form. This Contract begins on the Effective Date.

"**Customer**" means the legal entity with whom BT contracts to provide the Service.

"**Customer Equipment**" means equipment that is not part of BT's network and which the Customer uses or plans to use with the Service.

"**Customer Personal Data**" means only the proportion of Personal Data where the Customer is the Controller and that BT needs to Process on the Customer's behalf as a Processor in providing the Services to the Customer under the Contract.

"**Data Protection Legislation**" means collectively (i) any applicable laws of the European Union (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy (iii) the GDPR and (iv)

any binding guidance or code of practice issued by a Supervisory Authority.

"**Effective Date**" means 1 April 2020.

"**EU-US Privacy Shield**" means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield.

"**Failure of a Private Circuit**" means any failure of the Customer's Private Circuit causing continuous total loss of the ability to use the Service. It does not include the loss of such ability arising as a result of BT's suspension of the Service under any provision of this Contract.

"**Force Majeure Event**" means any event that neither Party can control and that stops or delays a Party from doing something including:

- (a) natural event including a flood a storm lightning a drought an earthquake or seismic activity
- (b) an epidemic or a pandemic
- (c) a terrorist attack civil war civil commotion or riots war the threat of war preparation for war an armed conflict an imposition of sanctions an embargo or a breaking-off of diplomatic relations
- (d) any law made or any action taken by a government or public authority including not granting or revoking a licence or a consent
- (e) collapsing buildings a fire explosion or accident or
- (f) any labour or trade dispute a strike industrial action or lockouts.

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it (including any corresponding or equivalent national law or regulation that implements the GDPR).

"**Hull Area**" means the area in which Kingston Communications (Hull) plc was previously licenced by virtue of its licence dated 30 November 1987 under the Telecommunications Act 1984 to run telecommunications systems from 1 January 1988.

"**Incident**" means an unplanned interruption to or a reduction in the quality of the Service or particular element of the Service.

"**Intellectual Property Rights**" means any trademark service mark trade and business name patent petty patent copyright database right design right community design right semiconductor topography right registered design right

in Confidential Information internet domain name moral right and know-how or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"**Licence**" means any licence granted or having effect as if granted under the Telecommunications Act 1984 the Cable and Broadcasting Act 1984 or the Wireless Telegraphy Act 1949 or any replacement or re-enactment of any of them or any similar licence as amended by the Communications Act 2003.

"**Partial Private Circuit**" or "**PPC**" means a set of network components used to provide a Private Circuit.

"**Premises**" means the place at which BT agrees to provide the Service.

"**Private Circuit**" means a terrestrial telecommunication link provided between two or more specified points within BT's Area (none of which is a point at which BT's telecommunications systems are connected to telecommunications systems run by another telecommunications provider) other than by means of one BT's public switched telecommunications systems.

"**Service**" means the facility for telecommunications services which BT provided either by means of a Private Circuit or by other means not using one of BT's public switched telecommunications systems that BT agrees to provide to the Customer under this Contract.

"**Service Start Date**" means the date BT first makes a Service available to the Customer.

"**Standard Care**" means fault repair work carried out during the hours (0800-1700) on Working Days. For a fault report received before 1700 hours on one Working Day BT will aim to respond by the end of the Working Day.

"**Sub-Processor**" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

"**Telecommunications Apparatus**" has the same meaning given in Paragraph 1(1) of the Telecommunications Code contained in Schedule 2 of the Telecommunications Act 1984 as subsequently amended by the Communications Act 2003.

"**Term**" means 1 April 2020 to 31 March 2023.

"**WEEE**" means the waste electrical and electronic equipment.

"**WEEE Directive**" means the Waste Electrical and Electronic Equipment Directive 2012.

"**Working Day**" means Monday to Fridays but excluding public and bank holidays.



Private Emergency Overrun Services Order Form

Part A – Order Details

Customer Details	BT
Company Name (IN FULL): Defra	Registered Name: British Telecommunications plc
Address: Seacole Building, 2 Marsham St, Westminster, London SW1P 4DF	Registered Address: 81 Newgate Street London EC1A 7AJ
Registered Number (if applicable):	Registered Number: 01800000 (registered in London)
Value Added Tax ("VAT") Number (if applicable):	VAT Number: [Drafting note: insert the applicable VAT number – information is available from [redacted] – the number for BT plc is GB245 7193 48]

Customer Contact	BT Contact for the Services
Contact Name: [redacted]	Contact Name: Bodean Pye
Contact Address: Suite D Unex House Bourges Boulevard Peterborough	Contact Address: Telephone House Newhall St Birmingham B3 1JX
Post Code: PE1 1NG	Post Code: B3 1JX
Contact Email: [redacted]	Contact Email: [redacted]
Contact Tel: [redacted]	Contact Tel: [redacted]

Customer Billing Details
Contact Name:
Contact Address:
Post Code:
Contact Email: Accounts-Payable.def@sscl.gse.gov.uk
Contact Tel:

Order Details:
Order Reference:
Order Date: 24/03/20
Effective Date: 1 April 2020
Billing: All services to use the same Billing Accounts Codes as used prior to 31st March 2020.
Quote Reference: Q-AKS-0089A and Q-AKS-0086A



Part B – Terms

Words that are capitalised in this Order but have not been defined have the meanings given to them in the Terms and Conditions for Private Emergency Overrun Service.

This Order is part of your Contract and your Contract incorporates this Order and the documents listed below

- (a) the Terms and Conditions for Private Emergency Overrun Service, which are available upon request; and
(b) the BT Price List, available at www.bt.com/pricing .

You are ordering the Service from BT in accordance with the Service specific details set out in this Order. By signing below or by using the Service(s) you have selected, you:

- agree that the Service(s) will be supplied in accordance with the provisions of the Contract, to the exclusion of any other terms;
• confirm that you are authorised to sign the Order; and
• confirm that you have reviewed all of the documents that make up your Contract and will comply fully with them and agree that they may be amended in accordance with Clause 31 of the Terms and Conditions for Private Emergency Overrun Service, as amended by the applicable Schedules and Annexes to the Terms and Conditions for Private Emergency Overrun Service.

Part C – Services and Charges

BT will invoice you for the following Charges, in accordance with the invoicing Paragraph 13 of the Terms and Conditions for Private Emergency Overrun Service.

All Charges are stated exclusive of VAT.

Each analogue or digital circuit has "local ends" that connect the Customer premises at each end of the circuit to the Supplier's network at Supplier exchanges. Except where both local ends are terminated at the same Supplier exchange, they are connected through the Supplier network by a "main link". Charges for each of these component parts are determined by Service type and year of operation as set out in the table below. Partial Private Circuit services will be charged at the equivalent retail service set out in the table below.

Rental Charges:

Table 1 - Analogue based services. Table with columns: Service Description, Per Annum Recurring Charges (1st April 2020 - 31st March 2021, 1st April 2021 - 31st March 2022, 1st April 2022 - 31st March 2023). The table content is redacted with black boxes.





Private Emergency Overrun Service Order Form

managed and charged on the same basis as the Excess Construction Charges at BT's current prevailing rate detailed in Section 45 of the BT Price List.

Part D – Signatures

Signed on behalf of Customer

Name

Title

Date 24/03/2020

Signed on behalf of Customer

Name

Title

Date

Signed on behalf of BT

Name

Title

Date 24/03/2020

Credit Checking and Account Management

- For some customers, including sole traders, when you order Services from BT, BT may make enquiries about you for credit reference purposes.
- These enquires include searching your records held by Credit Reference Agencies (CRA) and checking any details held on you by the Interactive Media in Retail Group (IMRG), Security Alert or other Fraud Prevention Agencies (FPAs). When CRAs receive a search from BT they will place a footprint on your credit file that may be seen by other organisations. At all times where your information is disclosed to BT, BT will protect it in accordance with our Privacy Policy- and keep it secure.
- BT will carry out checks while assessing your application and will verify your identity. BT does this to help protect you from identity theft and fraud, and also to prevent and detect crime and money laundering. BT may also make periodic searches at CRAs and FPAs to manage your account with BT.
- If you tell BT that you have a spouse or financial associate, BT will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully file for a disassociation with the CRAs to break that link.
- Information on applications will be sent to CRAs and will be recorded by them. BT may also give details of your account and billing information, including how you manage it, to CRAs. BT may tell them about payments you make to us, your account balances, and payment defaults. If you do not pay your bills on time, CRAs will record this information and it may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe to them as well as BT.





Briefing

Analogue/Digital/Sub 2Mb PPCs Emergency Overrun Service – Terms and Conditions Overview

1 What is the Emergency Overrun Service?

The Emergency Overrun Service (EOS) is a facility that allows qualifying customers with former Analogue, KiloStream, KiloStream N or sub 2Mb PPC circuit products (a group of products collectively abbreviated to AKS) to continue to operate their remaining circuits of these types for a limited period of time beyond the service withdrawal date of 31st March 2020. This is intended to give users a little more time to complete the migration of vital services that support Critical National Infrastructure (CNI) without seriously compromising the operation of that infrastructure. Although existing AKS circuit performance characteristics will remain largely unchanged, the EOS should not be considered a continuation or extension of existing AKS products. Existing contracts (and any associated discounts), terms, conditions and pricing will cease on 31st March 2020 and circuits operated as EOS circuits will be provided under new terms, conditions, service levels and pricing regime specific to the EOS. This briefing is intended to provide an overview of these terms and conditions and the main differences between them and the terms and conditions for the former AKS services provided under BT003 (Private Services).

The EOS is an emergency option and will operate at greater service risk than normal. BT does not therefore endorse the use of this option and the EOS is not a service we'd recommend, but we operate it in recognition that in exceptional circumstances it's essential for critical services to stay operational.

2 Restrictions and Eligibility

Constraints around ongoing support of the underlying network means BT is **unable** to make the EOS available for all existing services. Only circuits supporting critical national infrastructure (CNI) - as defined by the Centre for the Protection of National Infrastructure – see cpni.gov.uk/critical-national-infrastructure-0 will be eligible for operation as an EOS circuit.

The CPNI define critical infrastructure as;

‘Those critical elements of infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

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9th October 2019

Version: 1.0

1 of 6

- a) Major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties –taking into account significant economic or social impacts; and/or
- b) Significant impact on national security, national defence, or the functioning of the state.

Eligibility will be at the circuit level, and customers will need to self-certify that each circuit they wish to operate as an EOS circuit supports CNI as defined above.

The EOS is intended to permit an additional period of time for the completion of the migration of services to alternative solutions. Hence in addition to meeting the above CNI definition, users are required to provide the following information prior to acceptance onto the EOS.

- An inventory of circuits explicitly required to operate as EOS services. Any other circuit not inventoried of a product type being withdrawn on 31st March 2020 will be deemed surplus to requirement and ceased after 31st March 2020.
- A top level milestone plan for migration (or cessation) of EOS services – i.e. approximate cease timeframes and a commitment to review progress against these milestones on at least an annual basis.

3 How is the EOS different from existing services?

Other than not being available to all, the EOS will differ from existing VLB services in a number of other key ways too.

1. Reduced service levels. All EOS services are offered with a maintenance support service equivalent to Standard Care (as described in BT003). Currently most analogue service variants are provided under Prompt Care (upgradable to Total Care for a charge) and digital services are provided with Total Care in tariff. Hence under EOS, maintenance work may no longer be carried out 24/7, regardless of circuit type.
2. No service guarantees. There will be no service guarantees and no financial compensation schemes (for extended repair) operated under EOS. Currently all retail services are provided with a Reduced Charges compensation Scheme (RCS) underpinning repair performance. This scheme provides a progressive percentage reduction in subsequent annual rental charges if repair time performance falls below expectations. EOS is not offered with RCS.
3. No resilience options. No circuit diversity options will be available for any services under the EOS. Currently two or more circuits between the same two end point locations can be monitored to ensure their respective routing is such that they are kept physically apart along their respective paths, minimising the risk of simultaneous circuit failures. These chargeable options are not available under EOS, although previously diversely routed circuits will not be proactively re-routed to bring them back together. Any reactive re-routing of services during the life of the EOS will not though be reversed. Any network resilience inherent within the topology of the network is subject to change during the life of the EOS as network rationalisation takes place.

4. Availability. The EOS will only be available from 1st April 2020 for a maximum of 3 years (i.e. until 31st March 2023). There is no minimum term and no financial penalty for ceasing any or all EOS services at any point after the commencement of service. There is however no option to extend services beyond 31st March 2023. Any remaining live circuits on 1st April 2023 will be ceased.
5. Pricing. EOS services will be offered on a different charge basis to existing VLB services. Whilst services will still be charged a fixed charge for each local end of the circuit (dependent on circuit type) as it is for VLB services today, the same fixed charge approach will now apply to any inter-exchange main link, irrespective of its length, geographical location or circuit type. Currently main links are charged on per km basis with special flat rate pricing available across the Central London Zone (CLZ). These distance related charges vary by circuit type too. Under EOS all main link charges will be a single fixed charge, so short main links will attract the same charge as longer main links. However circuits without a main link (known as same exchange services) will not attract the main link charge. The specific EOS charges for the various circuit types are listed in Annex A. All local end charges will increase approximately 10% per annum during the life of the EOS, main link charges will remain fixed for the 3 year duration of the EOS availability. Discounting against these prices will not be permitted. PPCs will be charged as the equivalent retail circuit.
6. EOS billing cycles will be monthly. As with existing services all circuit rental charges will be charged on a per day basis.



4 Additional information

Annex A

Charge Card – Emergency Overrun Service – Sub 2Mb Very Low Bandwidth (VLB) point to point TDM services

Effective Date: 1st April 2020 – 31st March 2023.

Expiry Date: 31st March 2023

Charge Card

All prices exclude VAT.

The Services set out in this charge card are not available for new supply, they are only available for existing services that are being re-procured.

Services set out in this charge card are not subject to a Minimum Period of Service. The Services will be offered from 1st April 2020 until 31st March 2023 after which point the Service will no longer be available.

Each analogue or digital circuit has "local ends" that connect the Customer premises at each end of the circuit to the Supplier's network at Supplier exchanges. Except where both local ends are terminated at the same Supplier exchange, they are connected through the Supplier network by a "main link". Charges for each of these component parts are determined by Service type and year of operation as laid out in this Price Card.

Partial Private Circuit services will need to convert to the equivalent retail service listed below to operate under the EOS.

Rental Charges

Table 1 - Analogue based services				
BT Service Order Type	Service Description	Per Annum Recurring Charges		
		1 st April 2020 – 31 st March 2021	1 st April 2021 – 31 st March 2022	1 st April 2022 – 31 st March 2023
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] by: BT Enterprise Private Circuits Product Line
Version: 1.0

9th October 2019
4 of 6



Table 2 – Digital Services - 2.4, 4.8, 9.6, 19.2, 48 & 64 Kbit/s				
BT Service Order Type	Service Description	Per Annum Recurring Charges		
		1 st April 2020 – 31 st March 2021	1 st April 2021 – 31 st March 2022	1 st April 2022 – 31 st March 2023
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Table 3 – Digital Services – 128 to 1024 Kbit/s				
BT Service Order Reference Number	Service Description	Per Annum Recurring Charges		
		1 st April 2020 – 31 st March 2021	1 st April 2021 – 31 st March 2022	1 st April 2022 – 31 st March 2023
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*CLZ in all tables is defined as that area covered by the 0207 dialling code.



Charges

1. Rental for Service will commence on the Service Start Date which for this Service is 1st April 2020.
2. For variable (circuit based) charges if the Supplier begins, or ceases, Service on a day which is not the first or last day of the period by reference to which the Supplier charges rental, the Supplier will apportion rental on a daily basis for the incomplete period. Rental is normally payable in advance but the Supplier may on occasion bill the Customer in arrears.
3. Fault resolution requiring the replacement of local access cable or ducting may on occasion be deemed uneconomical and beyond reasonable endeavours of repair and as such the Supplier may apply charges to the Customer commensurate with the nature and extent of the work undertaken. Such activities will be instigated, managed and charged on the same basis as the Excess Construction Charges at the Supplier's current prevailing rate.
4. Where, at the request of the Customer, any fault resolution work is done outside the Supplier's normal working hours, the Customer will pay a charge for such work calculated at the Supplier's current prevailing rate for time related charges (TRCs).
5. If the Customer disputes any charge on a bill, the Customer will within 14 days of the date of the bill notify the Supplier in writing with all relevant information supporting the Customer's claim. Disputed charges once resolved will be payable within 14 days of resolution of the dispute.



AKS Emergency Overrun Service Quotation - Based on circ

Quote ref: Q-AKS-0086A

Date of Quote: 17/02/2020

Circuit ID	Product Type	Network Component Required
ANUK818414	Analogue 2W	Y
ANUK118169	Analogue 2W	Y

TOTALS

NB

Circuit ownership and financial responsibility NOT verified as part of the quoting process.



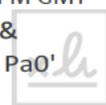
it information held on BT systems at the point of quotation. Circuit ownership not verified as part of quoting pro

Annual Rental Charges (Excl VAT)

YEAR 1 (1st April 2020 – 31st March 2021)		YEAR 2 (1st April 2021 – 31st March 2022)		YEAR 3 (1st April 2022 – 31st March 2023)	

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AKS Emergency Overrun Service Quotation - Based on circ

Quote ref: Q-AKS-0089A

Date of Quote: 17/02/2020

Circuit ID	Product Type	Network Component Required
AXNU922766	Analogue 2W	Y
RLSE14025	Analogue 2W	Y
RLSE14026	Analogue 4W	Y
DLSE91120	Analogue 4W	Y
RLSE14029	Analogue 2W	Y
DLSE18831	Analogue 2W	Y
RLSE14027	Analogue 4W	N
RLSE14028	Analogue 2W	Y
AXUK907213	Analogue 4W	Y
AXUK606894	Analogue 4W	Y

TOTALS

NB

Circuit ownership and financial responsibility NOT verified as part of the quoting process.



