



General Terms for Resellers

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The Basics

These are the General Terms for Resellers that apply to any Service you buy from BT for the purpose of resale on to Customers. Specific Services have their own Schedules and Orders with more detailed terms.

1 What words mean

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.
- 1.2 The words below have the following meanings:
 - 1.2.1 'You' and 'your' mean the Reseller.
 - 1.2.2 Phrases that refer to we', 'our', 'us', 'each of us', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and the Reseller, whichever makes sense in the context of the sentence.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 Any time either of us has a right or obligation that we "may" exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.
- 1.5 Any reference to a specific law or regulation in the Contract includes that law or regulation as amended, replaced or extended.

2 Order of documents

If there is a conflict between any of the documents, the order of priority, highest first, is:

- 2.1 any Annexes;
- 2.2 the Schedule;
- 2.3 these General Terms;
- 2.4 any Order; and
- 2.5 if applicable to the Service, the BT Price List.

3 When the Contract starts and how long it lasts

- 3.1 The Contract starts on the Effective Date and will carry on until:
 - 3.1.1 one of us ends it (in a way that the Contract allows);
 - 3.1.2 it expires; or
 - 3.1.3 BT is no longer providing you with any Services, there are no outstanding Orders and all invoices are paid.
- 3.2 Each Order will be an amendment to this Contract.
- 3.3 If the General Terms for Resellers terminate or expire for any reason other than for those reasons described in Clause 19, the rest of the Orders in place will remain unaffected and BT will continue to perform its obligations under them as agreed in the Contract.

4 Some basic principles

- 4.1 BT confirms that it is a legal corporation, authorised to agree the Contract and provide all the Services.
- 4.2 You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.

- 4.3 Regardless of what it may say elsewhere in the Contract, both of us are entitled to announce publicly and within our organisation that we have entered into this Contract without disclosing the details of this Contract. In the event either of us wants to publish or use any other advertising, sales promotions, press releases, announcements, or other publicity that relates to this Contract or that uses the trademark, service mark, trade name, logo or other indicia of origin of the other Party or its Affiliates in connection with this Contract or any Services provided under this Contract, the prior written approval of the other Party is required which shall not unreasonably be withheld.

The Service

5 Appointment of Reseller

- 5.1 From the Effective Date, BT appoints you as a Reseller.
- 5.2 BT may, at any time:
 - 5.2.1 appoint another Reseller or distributor of the Services; or
 - 5.2.2 sell the Services itself.
- 5.3 Nothing in this Contract will prevent either you or BT from entering into similar arrangements with, or otherwise providing services to, any other person.
- 5.4 Nothing in this Contract will stop either you or BT from marketing, offering, selling or otherwise providing services that are directly or indirectly competitive with the services offered by the other one of us.
- 5.5 You will not sell any of the Services through a third-party without the express prior written permission of BT. Where BT provides such permission, you will enter into a written contract with the third party on terms that provide at least the same level of protection to BT as set out in this Contract.

6 What BT HAS to do

- 6.1 BT will:
 - 6.1.1 provide each Service with the care and skill that would reasonably be expected in the circumstances;
 - 6.1.2 comply with Applicable Law;
 - 6.1.3 comply with, and may exercise its rights in, the Compliance Obligations;
 - 6.1.4 provide information relating to your use of the Service, to authorities, regulators and law enforcement agencies, if it is legally required to; and
 - 6.1.5 if applicable to a Service, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network.
- 6.2 BT may change the Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include:
 - 6.2.1 introducing or removing features of a Service; or
 - 6.2.2 replacing a Service with a materially equivalent service.
- 6.3 In addition to BT's rights set out in Clause 6.2, BT may no longer make the Service available to any additional Customers.

7 What you have to do

You will, and where applicable you will make sure that your Customers will:



- 7.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 7.2 use reasonable endeavours to promote, distribute, market and sell the Services and to maintain good relations with Users;
- 7.3 when you enter into contracts with Customers for Services, ensure that those contracts flow through to the Customers your obligations and responsibilities to BT under the Contract to enable you to comply with the Contract;
- 7.4 where a Customer has to do or not to do something in the Contract, be responsible for ensuring that the Customer complies with those obligations and if the Customer does not comply, you will be liable under this Contract for any loss BT incurs as a result;
- 7.5 be responsible for all Customer support activities;
- 7.6 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Services;
- 7.7 comply with Applicable Law;
- 7.8 comply with the Acceptable Use Policy and Compliance Obligations;
- 7.9 provide BT with all relevant information in relation to health and safety and the environment and give BT any other information and materials BT asks for, within reason, so BT can provide the Services, and you will make sure the information provided is accurate and complete; and
- 7.10 for Sites not under BT's control, get all the consents, licences, permissions and authorisations needed so that the Services can be provided at the Sites by BT and you will make sure that they are kept up to date. That includes things like:
 - 7.10.1 making alterations to buildings;
 - 7.10.2 getting into property;
 - 7.10.3 dealing with local authorities, landlords or owners;
 - 7.10.4 installing BT Equipment or Purchased Equipment; or
 - 7.10.5 using the Services over a Customer's network or at a Site.

8 If you do not comply with the Acceptable Use Policy or Compliance Obligations

- 8.1 If you or your Customers or their employees or Users do not comply with the Acceptable Use Policy or Compliance Obligations, you will indemnify BT for any Claims, losses, costs or liabilities BT incurs as a result.
- 8.2 BT may, where there is a serious breach of the Acceptable Use Policy or Compliance Obligations, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

9 When BT is not to blame

Subject to the occurrence of a Force Majeure Event, in which case Clause 24 applies, BT will not be liable if BT fails to do or not do something that BT is supposed to under the Contract (including not carrying out any of BT's responsibilities, carrying them out late or not meeting any Service Levels), to the extent BT's failure is due to:

- 9.1 your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which

case you will pay us for any reasonable costs BT incurs as a result of your failure;

- 9.2 your failure to make sure that Customers carry out any of their responsibilities under the Contract, or if they carry them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
- 9.3 anyone other than BT, its Affiliates or its subcontractors doing something, or not doing something they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; or
- 9.4 a restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

Payments

10 Paying what you owe BT

- 10.1 You will pay and will be responsible for the Charges, whether the Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 10.2 You will be responsible for setting prices to Customers and invoicing Customers and you will be responsible for all credit risk associated with that invoicing. You do not have to follow the recommended retail prices that BT may give to you and you may sell the Services to Customers at the prices that you determine, except where regulatory or legal requirements say that you have to charge Customers in a different way or at a different amount.
- 10.3 BT will invoice you, and you will pay BT, in pounds sterling.
- 10.4 BT will work out the Charges based on details that BT records or that are recorded for BT.
- 10.5 If BT issues an invoice online, it will email you when it has done so.
- 10.6 Unless you are disputing an invoice (see Clause 12), you will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.
- 10.7 BT may have to reduce the number of days you have to pay each invoice from 28 days to five days, where:
 - 10.7.1 you issue a profit warning; or
 - 10.7.2 any Credit Agency reduces your credit rating, and
 - 10.7.3 BT reasonably considers that this will affect your ability to pay invoices.
- 10.8 If you make a payment covering more than one invoice:
 - 10.8.1 you will tell BT which amounts to apply to which invoices; and
 - 10.8.2 if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.
- 10.9 Charges do not include any Transaction Taxes. If BT gives you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will have to pay that BT is allowed, by Applicable Law, to pass on to you, and that service providers normally pass on to resellers. BT will not charge any Transaction Taxes on Services where you have already given BT a valid tax exemption certificate.
- 10.10 If applicable, you are liable for any Withholding Taxes (and associated interest and penalties if any) on



payments to BT, so that the net amount BT receives is not less than the amount invoiced to you.

- 10.11 If you ask for any change to be made to the agreed billing arrangements for any Service, and that change results in additional Transaction Tax or Withholding Tax to BT or its Affiliates that BT or they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, BT may modify its Charges to reflect the impact of the change and you will pay BT any additional amounts due.
- 10.12 BT may automatically and without notification include an annual increase to the Charges (rounded to the nearest whole pence) equal to the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures).
- 10.13 It is agreed that the change to the Charges as a result of the Annual Price Increase will not cause you material detriment, nor provide you with the right to terminate the Contract, without paying Termination Charges (if they would normally be applicable).
- 10.14 If you or the Customer does not perform the obligations set out in the Contract BT will charge you for any additional costs BT incurs (including supplier costs) that are the result of the failure.
- 10.15 If you or a Customer causes a delay during the commissioning of the Service BT will commence charging you the Charges for the Service as if BT fully installed the Service from the agreed planned delivery date. Alternatively, both of us may agree:
- 10.15.1 a new delivery date for the Services together with compensation for any additional costs BT incurs (including supplier costs) resulting from the change in delivery date; or
- 10.15.2 to cancel the Order subject to you paying any costs BT incurs as result of such cancellation.
- 10.16 BT will seek to notify you in advance of its intention to invoke Clauses 10.15.1 and 10.15.2 above.
- 10.17 BT may adjust the Charges to reflect changes in charges BT incurs which are beyond BT's control, for example where there is a change in Applicable Law. Price adjustments will be effective 30 days from the billing period following Notice to you.
- 10.18 Where there is not a rate card provided as part of your Order and you would like to order new or additional Services (including equipment and software) under this Contract, BT will provide you with a price proposal (or quote) which will be subject to limited validity period as set out in such BT price proposal. Where the Services are ordered by you after this date and the costs BT incurs from suppliers would have changed, BT reserves the right to amend the pricing to reflect the new supplier costs.
- 10.19 If a rate card is provided in your Order for access, equipment and software (including licences and maintenance) based on prices from suppliers and the supplier changes the prices this shall be subject to limited validity period as set out in the rate card. Once the validity period of the rate card has expired; BT may adjust the rate card Charges to reflect changes in charges BT incurs from the supplier. This will not affect the Charge for any access, equipment or software that has already been ordered prior to BT notifying you of the change.
- 10.20 At the end of the Service BT has the right to invoice you a one-off de-installation Charge for the recovery and

disposal of any BT equipment and disconnecting the Service. The de-installation Charge will be either:

- 10.20.1 agreed on the Order; or
- 10.20.2 if none was agreed on the Order - equal to the rates for installation.

11 What happens if you do not pay BT

- 11.1 If you do not pay an invoice by the date it is due and you are not disputing the in accordance with Clause 12, BT may:
- 11.1.1 charge you either:
- (a) a late payment charge, which will be described in the relevant Schedule, Annex, Order or the BT Price List; or
- (b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay BT; and
- 11.1.2 restrict or suspend any Service as set out in 16.1.
- 11.2 You will pay BT any reasonable costs that BT incurs when recovering any amount you owe it, including debt collection agency and legal costs.

12 Disputing an invoice

- 12.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 28 days after the date of the invoice.
- 12.2 If you do not agree with something in an invoice BT sends you after you have made payment, you will give BT Notice of that dispute within six months after the date of the invoice.
- 12.3 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 10.6
- 12.4 We will settle an invoice dispute in accordance with Clause 25 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.
- 12.5 BT may still charge you a late payment charge in accordance with Clause 11.1.1 for any amount we both agree under Clause 12.4.

Protecting Information

13 Intellectual Property Rights

- 13.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.
- 13.2 If BT provides you with Software so Customers can use the Service, BT gives you and your Customers a non-transferable and non-exclusive licence to use the Software only for the purposes set out in the Schedule. As well as any terms of the Contract, you will, and will ensure that Customers will, also comply with any third party terms that BT makes known to you that apply to the use of the Software or Service.
- 13.3 You will not, and you will ensure that Customers will not copy, decompile, modify or reverse engineer any Software, or knowingly let anyone else do that, unless it is allowed by law or BT has given you permission in writing.



- 13.4 The licence BT gives you in Clause 13.2 will last as long as BT provides you with the relevant Service.
- 13.5 If your use of the Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, BT will indemnify you for any Claims, losses, costs or liabilities brought against you as long as you comply with the terms set out in Clause 23.6.
- 13.6 The indemnity in Clause 13.5 will not apply to any part of a Claim that results from or is connected with:
- 13.6.1 Your or your Customers' use of any of the Services with equipment, software or another service BT has not supplied;
 - 13.6.2 Your or your Customers modifying the Services without BT's permission;
 - 13.6.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or
 - 13.6.4 You or your Customers using any of the Services in a way BT has not agreed.
- 13.7 You will indemnify BT for any Claims, losses, costs or liabilities arising from the matters in Clause 13.6. You will ensure that Customers stop any activity that led to the Claim as soon as BT gives you Notice or you become aware, or should reasonably have become aware, that the Customer activity was causing a Claim against BT.
- 13.8 If using the Service leads to a Claim against you as described in Clause 13.5, or BT believes it is likely to lead to one, BT may, at BT's expense:
- 13.8.1 get your Customers the right to carry on using the Service; or
 - 13.8.2 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.
- 13.9 The indemnity under Clause 13.5 and the actions in Clause 13.8 are the only remedies you will have for Claims that your use of the Service infringes someone else's Intellectual Property Rights.
- ### 14 Keeping things confidential
- 14.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:
- 14.1.1 to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers, Customers and, for BT only, BT's subcontractors and suppliers, who need to know; or
 - 14.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.
- 14.2 The one of us disclosing the Confidential Information will ensure that the people receiving it comply with this Clause 14.
- 14.3 Each of us will return or destroy any of the other's Confidential Information within a reasonable time when the other requesting this by giving Notice.
- 14.4 This Clause 14 will stay in place for a period of three years following the end of this Contract.
- 15.1 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".
- 15.2 Whether or not any other provision in the Contract may say something different, for BT to provide a Service, Personal Data may be:
- 15.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
 - 15.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and you appoint 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); and
 - (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission.
- 15.3 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.
- 15.4 If BT acts as a Controller:
- 15.4.1 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 (as defined in the Schedule) with the Services as set out in the Schedule(s);
 - (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;
 - 15.4.2 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
 - 15.4.3 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.
- 15.5 If BT acts as a Processor:
- 15.5.1 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;

15 Data Protection

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

- (a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 15.5.11, except where:
 - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify you 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 you in accordance with Clause 15.5.11 infringes the Data Protection Legislation and BT will inform you 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, including those that may be set out in the Schedule, 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 you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
- (d) only use the Sub-Processors approved by you by entering into the Contract or in accordance with Clause 15.5.9; and
- (e) assist you in your 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 you will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 15.5.2(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 15.5.2(b);

15.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at your option, BT will delete or return the Customer Personal Data within a reasonable time period and you will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;

15.5.4 BT will make available to you the information demonstrating BT's compliance with its obligations set out in Clause 15.5, and, subject to 30 days' Notice from you, allow for and reasonably cooperate with you (or a third party auditor appointed by you) 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 Business 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 Business Days;
- (b) you (or your third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
- (c) you 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 15.5, those of its Sub-Processors.

15.5.5 BT may demonstrate its compliance with its obligations set out in Clause 15.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);

15.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;

15.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;

15.5.8 BT may use Sub-Processors in accordance with Clause 27.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 15.5 will be imposed on any Sub-Processors;

15.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:

- (a) providing you with online notice of the intended changes at www.bt.com/terms and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or,
- (b) giving you Notice in accordance with Clause 26 and you will have 30 days starting from the date of the Notice to object to the change, and

if you do not object in accordance with Clauses 15.5.9(a) or 15.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;

15.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with



Clause 26 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 15.5.9, we will both address your objection in accordance with the process set out in Clause 25 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 25;

- 15.5.11 the Contract contains your 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 32 to take account of any resulting change in the Charges or the Service;
 - 15.5.12 you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and
 - 15.5.13 you will only disclose to BT the Personal Data that BT requires to perform the Services.
- 15.6 If permitted by Applicable Law:
- 15.6.1 a party in breach of the Data Protection Legislation or this Clause 15 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
 - 15.6.2 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.
- 15.7 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.
- 15.8 If, in accordance with Clause 33, 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, you will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

Ending the Service or the Contract

16 When BT may restrict or suspend a Service

- 16.1 BT may restrict or suspend any Service:
 - 16.1.1 if BT needs to do Maintenance;
 - 16.1.2 to implement a change under Clause 6.2;
 - 16.1.3 if you do not pay BT on time and in the way described in Clause 10.6;
 - 16.1.4 If BT reasonably believes:
 - a) you or your Customers have not complied with the Acceptable Use Policy or Compliance Obligations; or

- b) it needs to in order to protect the integrity or security of the BT Network.
- 16.2 If BT restricts or suspends the Service because of the reasons in Clauses 16.1.3 or 16.1.4:
 - 16.2.1 You will still have to pay the Charges that are payable for the Service until the Service ends; and
 - 16.2.2 BT may apply a Charge to start the Service again.
- 16.3 If BT decides to restrict or suspend the Service for any of the above reasons, BT will let you know beforehand as soon as BT reasonably can.

17 Cancelling an Order before the Service Start Date

- 17.1 You can cancel an Order, by giving BT Notice, as long as the Notice reaches BT before the Service Start Date.
- 17.2 If you cancel an Order in accordance with Clause 17.1, then:
 - 17.2.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, BT may amend the Charges to reflect this; and
 - 17.2.2 you will pay BT the Cancellation Charges that are described in the Schedule. If there are no Cancellation Charges in the Schedule, but BT has incurred any costs in order to get ready to provide your Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, you will pay BT those costs that are reasonable in accordance with Clause 10.6.

18 If either of us want to terminate the Contract or the Service

- 18.1 Either of us at any time on or after the relevant Service Start Date may terminate the Contract in whole or in part by giving Notice in accordance with Clause 18.2 and we will each have to pay the other the amounts set out in Clause 22:
- 18.2 The required Notice period for terminating under Clause 18.1 is:
 - 18.2.1 as set out in Part A of the Schedule for that Service; or
 - 18.2.2 if it is not set out in the Schedule, 90 days.
- 18.3 As long as you pay the amounts referred to in Clause 22.2 and Clause 22.3 and you may, if BT agrees, give BT Notice as set out in Clause 18.1 with either:
 - 18.3.1 a shorter Notice period than as set out in Clause 18.2; or
 - 18.3.2 with no advance Notice period.

19 Terminating the Contract when something has gone wrong

- Either of us may terminate the Contract in whole or in part or an affected Service straightaway by giving the other Notice to terminate if:
- 19.1.1 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;
 - 19.1.2 the other party materially breaches the Contract and the situation cannot be put right; or
 - 19.1.3 an Insolvency Event applies to the other party,



and we will each have to pay the other the amounts referred to in Clause 22.

20 Terminating the Contract if there is an event beyond either of our control

- 20.1 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 30 consecutive calendar days, either of us can terminate a 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 each of us will have to pay the other the amounts referred to in Clause 22.2.
- 20.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 20.1 will end and the Notice will have no effect.

21 What happens when the Contract is terminated

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 us have up to that point.

22 What we both need to pay when the Contract is terminated

- 22.1 If the Contract is terminated or expires you will no longer identify BT as one of your providers or promote, market or advertise the Services or make any use of BT's Intellectual Property Rights other than in support of the Services that have already been ordered from and accepted by BT before the termination or expiry of the Contract.
- 22.2 If:
- 22.2.1 the Contract, any Service or any Order (or part of any Order) is cancelled, terminated or expires, for any reason, including termination under Clause 20.1, each of us will immediately pay the other any money and interest that is due on the date of termination;
- 22.2.2 the Contract, in whole or in part, or any affected Service is terminated in accordance with Clause 19.1.3, the party terminating may alternatively set off any amounts due under this Contract or any other contract between the parties.
- 22.3 If you terminate the Contract in whole or in part, any Service or any Order using your rights set out in Clause 18, you will pay BT:
- 22.3.1 the Termination Charges; and
- 22.3.2 all Charges for Services that are or would have been performed during the Notice period set out in Clause 18.1, whether or not the Notice period is actually given.

If Something Goes Wrong

23 How far each of us can be held responsible

- 23.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 23.2 Nothing in the Contract excludes or limits the liability of either of us for:
- 23.2.1 death or personal injury caused by either of us being negligent;
- 23.2.2 fraud or fraudulent misrepresentation; or

23.2.3 any other liability that cannot be excluded or limited under Applicable Law.

23.3 Other than for those matters set out in Clause 23.2, neither of us 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:

- 23.3.1 any of the following losses, no matter if those losses are direct or indirect:
- (a) loss of profit, revenue or anticipated savings;
 - (b) loss of business or contracts;
 - (c) loss of goodwill;
 - (d) loss from wasted expenditure, wasted time or business interruption;
 - (e) loss, destruction or corruption of data;
 - (f) liability to any third parties unless a Clause in the Contract says something different; and
 - (g) any special, indirect or consequential loss or damage.

23.3.2 Other than for those matters set out in Clause 23.2 and Clause 23.5, in relation to each 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 limited to the greater of:

- (a) £100,000; and
- (b) an amount equal to:
 - (i) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you or would have been paid or payable by you had the incident not occurred for the first 12 months from the Effective Date; or
 - (ii) where the incident first occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.

23.4 Your obligations to:

23.4.1 pay any Charges due under the Contract, including any interest payable under Clause 11.1.1(b) **Error! Reference source not found.** and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay the taxes where applicable;

23.4.2 refund any Service Credits; or

23.4.3 pay any Termination Charges,

are in addition to and will not be counted towards the limitations set out in Clause 23.3.2.

23.5 Regardless of what it may say elsewhere in the Contract, both of us will to take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

23.6 If either of us has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the party being indemnified:



- 23.6.1 tells the party giving the indemnity promptly about the Claim;
 - 23.6.2 gives the party giving the indemnity complete control of the Claim straightaway;
 - 23.6.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and
 - 23.6.4 does what it can to help the party giving the indemnity with the Claim.
- 23.7 If BT fails to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when BT's failure amounts to material breach of the Contract, in which case, BT will take the value of any Service Credits given from any amount agreed as payable by BT in accordance with Clause 25 or awarded by a court of competent jurisdiction.
- 23.8 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.
- 23.9 Provided BT has complied with its obligation set out in Clause 6.1.5, BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.

24 Force Majeure Events

- 24.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:
- 24.1.1 take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 24.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 24.1.3 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;
 - 24.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and
 - 24.1.5 still be liable for any breaches of Contract prior to the Force Majeure Event where the other party has used their rights set out in Clause 19.
- 24.2 Nothing in this Clause 24 affects your obligation to pay BT any amounts payable under the Contract on time and in the way described in Clause 10.6.

25 Settling disputes

- 25.1 We will both do what we 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.
- 25.2 We will both use the following dispute resolution process:
- 25.2.1 whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;
 - 25.2.2 we will both 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;

- 25.2.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and
 - 25.2.4 if the dispute is still not settled 14 days after it is escalated, we will both consider mediation as set out in Clause 25.3.
- 25.3 After complying with Clause 25.2, either of us may by giving Notice to the other, propose a mediator, in which case:
- 25.3.1 unless we both 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;
 - 25.3.2 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;
 - 25.3.3 unless we both agree otherwise, any mediation will happen in London, in English; and
 - 25.3.4 unless we both agree otherwise, we will both share the costs of mediation equally.
- 25.4 Nothing in this Clause 25 stops either of us:
- 25.4.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;
 - 25.4.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
 - 25.4.3 doing anything else this Contract lets us do.

Everything Else

26 Sending Notices under the Contract

- 26.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
- 26.1.1 send it by email;
 - 26.1.2 deliver it by hand; or
 - 26.1.3 send it by first class post, recorded delivery or courier.
- 26.2 Notices need to be sent to:
- 26.2.1 the recipient's current registered address; or
 - 26.2.2 any other address or email address the recipient gives in a Notice to the sender.
- 26.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
- 26.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day) that:
- 26.4.1 the recipient acknowledges it by manual reply or an automatic read receipt, if it is an email;
 - 26.4.2 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
 - 26.4.3 is three days after posting, if it is sent by first-class post or recorded delivery.

27 Transferring to another party

- 27.1 Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us



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.

- 27.2 BT may subcontract any of its responsibilities under the Contract to another entity, including to one of its Affiliates, but if it does, BT will still be responsible to you under the Contract.
- 27.3 If BT subcontracts the performance of any of its rights or obligations to one of its Affiliates as described in Clause 27.2, you will, once you receive Notice from BT, deal directly with BT's Affiliate for ordering, provisioning or maintaining the Services.
- 27.4 By giving you Notice, BT can novate the Contract, a Service or an Order to one of its Affiliates. If BT does this, all its rights, responsibilities and liabilities will transfer to its Affiliate and you will need to deal with BT's Affiliate instead of BT as BT will no longer be a party to the Contract in relation to the relevant Service.
- 27.5 Both of us agree that either of us, or an Affiliate of either of us, may enter into a separate contract with an Affiliate of the other, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Contract**").
- 27.6 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

28 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.

29 No partnership or agency arrangement

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

- 29.1 set up any partnership, exclusive arrangement or joint venture between us;
- 29.2 make one of us the agent of the other; or
- 29.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

30 No waiver

If either of us 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.

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

- 31.1 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.
- 31.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

32 Service Amendment

- 32.1 You may request, by giving BT Notice, a change to:
 - 32.1.1 an Order for a Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 32.1.2 a Service at any time after the Service Start Date,

and where BT agrees to the change you will pay any additional Charges.

- 32.2 If you request a change in accordance with Paragraph 32.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
 - 32.2.1 the likely time required to deliver the changed Service; and
 - 32.2.2 any changes to the Charges due to the changed Service.
- 32.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 32.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 32.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

33 Making changes to the Contract

- 33.1 Unless a Schedule says something different, changes to the Contract will only be effective if they are in writing and are signed by both of us.
- 33.2 Neither of us needs the consent of any Affiliate to vary or terminate the General Terms for Resellers. Any termination of the General Terms for Resellers will not terminate any individual Affiliate Contracts.

34 After the Contract ends

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

35 The Contract stands on its own

- 35.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.
- 35.2 Your own standard terms are not part of the Contract even if you provided them to BT before signing the Contract, or if you send them to BT or refer to them in an Order.
- 35.3 By agreeing the Contract, each of us 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 of us also waives all rights and legal remedies they might have had if it were not for this Clause 35.

36 Choice of law and courts

- 36.1 The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones.
- 36.2 Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or the relationship, including non-contractual ones.
- 36.3 The parties to an Affiliate Contract may agree that a local court of competent jurisdiction will have jurisdiction in relation to that Affiliate Contract.

37 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 of us will constitute a full original of the Contract for all purposes.

Defined Terms

"Acceptable Use Policy" means specific rules that you and your Customers must follow when using the Services. You can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise you).

"Affiliate" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT.

"Affiliate Contract" has the meaning given in Clause 27.5.

"Annex" means any annex to a Schedule that describes a Service or sets out the specific terms that apply to it.

"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 Equipment" means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Services.

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

"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 can 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 you of).

"Business Day" means any day generally seen locally in the place where a Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"Cancellation Charges" means any compensatory charges payable by you to BT on cancellation of an Order in accordance with Clause 17 and as set out in a Schedule.

"Charges" means the fees and charges that you pay in relation to Service as set out in the Schedule.

"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" mean 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 you).

"Confidential Information" means confidential information either of us (or each of our 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 of us or our Affiliates; and
- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

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

"Contract" means the agreement between you and BT that is made up of these General Terms for Resellers, the Schedules, any Annexes, the Orders, and if applicable to the Service, the BT Price List.

"Credit Agency" means Experian, Equifax and Callcredit.

"Customer" means any customers that you resell the Service to.

"Customer Contact" means any individuals authorised to act on your behalf for Service management matters.

"Customer Personal Data" means only the proportion of Personal Data where you are the Controller and that BT needs to Process on your behalf as a Processor in providing the Services to you 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" has the meaning given to it on the cover sheet of this Contract, or, if there is no cover sheet, the Order.

"Force Majeure Event" means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake, 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).

"General Terms for Resellers" means these terms.

"Insolvency Event" means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;



- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
- (g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

"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.

"Maintenance" means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

"Notice" means any notice to be given by one of us to the other under the Contract in accordance with Clause 26.

"Open Source Software" means software BT has distributed to you that is licensed under a separate open source licence.

"Order" means any order or part of an Order you give to BT that is accepted by BT for one or more Services.

"Purchased Equipment" means any equipment, including any Software, that BT sells or licenses to you.

"Reseller" means a non-exclusive reseller for the marketing, promotion and sale of the Services to Customers.

"Schedule" means any schedule that describes a Service and sets out the specific terms that apply to it, and includes any Annexes for that Service except for the purposes of Clause 2.

"Service" means any service that BT provides under the Contract. If relevant, it includes a service for a particular Site, or a part or component of a Service and may also include content that BT has provided to you as well as Purchased Equipment.

"Service Credit" means any agreed remedy for failure by BT to meet a Service Level as set out in the Schedule.

"Service Level" means the agreed minimum level of performance BT will provide for a Service.

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

"Site" means any place identified in a Schedule or Order from or to which BT provides a Service.

"Software" means any software, in object code format only and related documentation (whether on tangible or intangible media) that BT provides to you as part of a Service. It includes any embedded software, but excludes Open Source Software.

"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.

"Termination Charges" means any compensatory charges payable by you to BT on termination of the Contract in whole or in part or a Service in accordance with Clause 18 and as set out in a Schedule.

"Transaction Taxes" mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Services.

"User" means any person who is permitted to use or access the Service or an existing or potential customer of the Customer.

"Withholding Tax" means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.