



# BT Control Centre Terms and Conditions

## 1 AGREEMENT STRUCTURE

- 1.1 The BT Control Centre Service Agreement is composed of the following sections and documents, which apply in decreasing order of priority:
- Any agreed Change Form, addendum or Notice of Variation
  - any agreed BT Control Centre Additional Service
  - BT Control Centre Account Commercial Terms
  - BT Control Centre Terms and Conditions
  - BT Control Centre Price Guide
  - Codes of Practice
  - General Specification

the collective and prevailing terms and conditions set out in the documents relevant to You shall be referred to as the **"BT Control Centre Service Agreement"**

## 2 SUPPLY OF SERVICES AND EQUIPMENT

- 2.1 We agree to supply, and You agree to take, the Services and Equipment subject to the provisions of the BT Control Centre Service Agreement.
- 2.2 We shall supply each Service from the Subscription Activation Date for its Minimum Activation Term and thereafter until terminated.
- 2.3 You agree that You are procuring the Services and Equipment for use as authorised by and in accordance with the BT Control Centre Services Agreement.
- 2.4 In addition to Your right to use the Service, Equipment and SIM Cards for Your own benefit You may also sell, supply or distribute the Services, Equipment and SIM Cards to an End-User and/or a Reseller on condition that:
- You agree and acknowledge that Our sole obligation is to You and that this BT Control Centre Service Agreement governs Our entire responsibility and liability regarding the supply of Services;
  - You shall be and remain responsible for all acts and omissions of Resellers, End-Users and Users as if they were Your own;
  - You have carried out Your own investigations about the End-Users and the Resellers intended use of the Services and that You warrant that in each case the Services as set out (including any limitation, dependency, restriction or obligation) in the BT Control Centre Service Agreement are suitable for such intended use and will not cause any harm, nuisance or damage to Us or the Network;
  - You shall ensure that You can enforce the terms and conditions of the BT Control Centre Service Agreement against a Reseller and End User and that you have made Your best efforts to ensure that a Reseller has such rights of enforcement against End-Users that receives services from a Reseller;
  - You shall make Your best efforts to ensure that the rights and obligations of End-Users and Resellers are consistent and commensurate with Your obligations and Our rights under the BT Control Centre Service Agreement;
  - Our rights set out in clauses 9.6, 9.7, 11.2 and 20 shall be included in Your contracts with Resellers and End-Users and such provisions shall ensure that Our rights are directly enforceable by Us against the End-User and the Reseller;
- 2.5 We will ensure that the Services and Equipment comply in all material respects to the General Specification.
- 2.6 The Services shall comprise solely of Data, unless the parties agree that voice services are available.

- 2.7 The Provisioning Portal is a discretionary service which is currently provided free of charge. We may vary the supply of the Provisioning Portal in accordance with clause 12.4. Notwithstanding any change We will always provide You with a means to order, provision, activate and deactivate SIM Cards.
- 2.8 Your access and use of the Provisioning Portal may be subject to separate terms and conditions (which may change from time to time) and which may be enforceable by a third party supplier. You agree to those terms and conditions each time You access the Provisioning Portal. A copy of these terms and conditions has been and are available to You on request.
- 2.9 If the terms and conditions of the Provisioning Portal change at anytime You may notify Us in writing so that We may provide You with an alternative means of managing Your Connections. If we notify You in writing that we cannot provide You with an alternative You may within 30 days of our notification provide written notice to terminate the BT Control Centre Service Agreement.
- 2.10 If We choose to withdraw the current Provisioning Portal and replace it with an alternative Provisioning Portal You will provide all the assistance We may reasonable require to transfer Your Subscriptions to the new Provisioning Portal.
- 2.11 Notwithstanding clause 2.10 if We are not able to offer You an alternative in accordance with clause 2.6 You may provide written notice to terminate the BT Control Centre Service Agreement in accordance with clause 0.

## 3 STANDARD OF SERVICE

- 3.1 We will use Our reasonable endeavours to provide the Services and Equipment where technically and commercially possible within the range of the base stations that make up the Network, however We are unable to guarantee a continuous fault-free service, and therefore You will not solely rely on the Services for critical services and agree to implement an appropriate contingency plan.
- 3.2 You acknowledge that the Network design is an on-going process and the range of base stations that make up the Network may change from time to time, at Our discretion. The quality and availability of the Services is also subject to local geography, topography, atmospheric conditions and other physical or electromagnetic obstructions or interference, the number of people trying to access the Network in any particular location at that point in time, faults in another Network to which the Network is connected and the compatibility of Equipment and/or Customer Equipment used.
- 3.3 Roaming relies on other Network operators, over which We have no control. Therefore, We do not offer any guarantees about the availability and quality of Services when Roaming.
- 3.4 We do not recommend Roaming for sustained periods in the same country as the third party network operator reserves the right to disconnect Subscription from their network and We shall not be liable for any losses You may incur.
- 3.5 Your access to the Network and the quality of the Service You receive is subject to the Service specification described in the General Specification.

## 4 CHARGES AND PAYMENT

- 4.1 You are responsible for paying all Charges incurred for Services and Equipment on Your Account, whether or not used. Charges are usually set out in the BT Control Centre Account Commercial Terms but where not stated will be as set out in any agreed BT Control Centre Additional Services or BT Control Centre Price Guide at the time the Service(s) and/or Equipment were provided or will be as otherwise notified by Us to You.
- You acknowledge that the offer set out in the BT Control Centre Account Commercial Terms is made on the basis that You will take each Service for its Minimum Activation Term and achieve the Minimum Spend within the specified time period.

- 4.2 We will invoice You monthly in arrears for Subscription Charges and Usage Charges, and after dispatch for any Equipment ordered from Us. Charges in respect of Services not supplied directly by Us such as (but not limited to) Roaming may be invoiced several months in arrears.
- 4.3 We will use Our reasonable efforts to invoice You for Roaming Charges one calendar month in arrears. However Charges incurred when using the Services whilst Roaming may be invoiced several calendar months in arrears due to reconciliation requirements of the other Network operators.
- 4.4 You shall pay the Charges (including any Termination Fees) in full and without any deduction or set off within 30 days of the date of invoice.
- 4.5 You shall pay any Account Set-Up Charge within 30 days of the Service Commencement Date.
- 4.6 VAT will be added to all sums due and all invoices at the relevant rate where applicable.
- 4.7 You will notify Us in writing of any disputed invoice within 14 days of the date of such invoice, including the full facts of the dispute. You must pay the undisputed portion of the invoice in accordance with the terms of the BT Control Centre Service Agreement and in good faith co-operate with Us to resolve the dispute. Any sum agreed to have been correctly invoiced will be paid and any sum incorrectly invoiced (and paid by You) will be resolved by appropriate credit to Your account (in each case within 7 days of resolution).
- 4.8 If any payment is not made when due, We may charge interest on all sums outstanding from the date they fell due at the rate of 4% per annum above the base rate of HSBC plc from time to time in force. This interest shall accrue on a daily basis both before and after judgment until payment is made. Until payment for undisputed Charges has been received, We may further take any or all of the following actions:
- withhold and set-off any sums owed by Us to You (including any Credit) against the sums owed by You to Us;
  - Suspend the Service(s) in relation to which the Charges are outstanding in accordance with clause 13.3; and/or
  - issue a notice pursuant to clause 14.3(a).
- 4.9 Roaming rates are subject to changes set by Our Roaming partners and We reserve the right to change any agreed pricing with You on written notice following the end of a calendar year. All Subscriptions Connected after the date of notice shall be charged accordingly. If You do not want the price change to apply to Your Existing Connections You should let Us know in writing within 30 days of receipt of the notice and We shall at our discretion either continue to charge You at the existing rate or allow You to Disconnect the Subscription without a Termination Fee applying and shall reduce the Minimum Spend (pro-rated over the remaining Spend Periods by the number of months remaining of Minimum Activation Term x the Subscription Fee) otherwise You agree we shall charge the new rates stated in the notice.

## 5 CHANGES AND NEW ORDERS

- 5.1 You may at any time during the term of the BT Control Centre Service Agreement request to add BT Control Centre Additional Services or Equipment or make changes to the BT Control Centre Service Agreement by submitting an BT Control Centre Change Form or written request to Us.
- 5.2 Changes shall become effective after the parties agree an BT Control Centre Change Form or execute a formal addendum as appropriate. We shall be entitled to accept or reject new orders and changes and to conduct additional credit checks where We deem necessary.
- 5.3 Where You make a request under clause 5.1 which has a commercial or legal impact on the BT Control Centre Service Agreement, We shall issue to You an BT Control Centre Change Form or addendum which will specify (without limitation) the impact of the requested change or an increase in the Charges (including any impact on the Minimum Spend) and any additional specific terms which apply in case of such change. You shall notify Us within 14 days of receiving the Change Form or addendum if You wish to proceed with the requested change.

- 5.4 Additional terms and conditions set out in the BT Control Centre Price Guide, shall apply as stated in the BT Control Centre Price Guide.
- 5.6 We shall have the right to refuse to deliver any SIM Cards ordered by You during the notice period of any breach of the BT Control Centre Service Agreement

## 6 USE OF THE SERVICES AND EQUIPMENT

- 6.1 You shall, and shall procure that Users:
- (a) keep confidential any account password, personal identification code, number or name issued by Us permitting You to access the Services and Equipment;
  - (b) provide any information and/or assistance We require in order to supply the Services and Equipment, ensuring the continuing accuracy and completeness of such information;
  - (c) comply with any reasonable instructions issued by Us or relevant manufacturer concerning the use of the Equipment, Services and the Network and co-operate with Our reasonable security and other checks (which may include Us making calls or sending communications to Users);
  - (d) only use Equipment or Customer Equipment or Approved Modem which is authorised by Us (such authorisation not to be unreasonably withheld) and is compatible for use on the Network and with SIM Cards;
  - (e) inform Us upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment and take all steps necessary, including any steps requested by Us, to prevent such use;
  - (f) do not operate, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network, including without limitation any GSM Gateway, without Our express prior written consent;
  - (g) comply with all licence terms required from time to time as notified to You by Us or any third party provider in relation to the EE Software and Licensed Software;
  - (h) do not use, nor knowingly allow the Equipment or Services to be used (in Our reasonable opinion):
    - (i) for any unlawful or improper purpose or in such a manner that will or may impair the operation of the Network or Our provision of the Services to You or other users;
    - (ii) in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Network for persistently sending unsolicited communications without reasonable cause;
    - (iii) to send, store, communicate or knowingly receive content which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance; or
    - (iv) in any way that breaches the provisions of clauses 17 and 18 or contravenes the Intellectual Property Rights of Our Group or any third party.
  - (i) not (and procure that Users will not) act in a way, whether knowingly or otherwise, which will impair the operation of the Network or any part of it, or put it in jeopardy;
  - (j) not knowingly distribute malicious software or permit the hacking or unauthorised modification of any Equipment or Software or the Network;
  - (k) ensure that use of the Services by Your direct Users are consistent and are at least commensurate with Your obligations and Our rights under the BT Control Centre Service Agreement;
  - (l) comply with any applicable fair use policy that We may issue from time to time; and
  - (m) comply with all applicable regulatory provisions, laws, codes of conduct and guidelines.
- 6.2 The Services may enable access to the internet, use of which is solely at Your risk. We have no control over and are not responsible or liable in

any way for any content offered by third parties on or through the Services. You agree that You retain responsibility for, and control of, content which is sent or passes over the Network.

- 6.3 Use of the Services and Equipment or any content accessed through them in a country other than the UK may be subject to different laws and regulations. You are responsible for ensuring compliance to such laws or regulations and We are not liable for any failure of You or Your Users to do so.
- 6.4 You acknowledge and agree that We may monitor and record calls, contents of Data or other communications including but not limited to those made to emergency services and calls or other communications relating to Our customer services and telemarketing.
- 6.5 Use of the Services, Equipment and SIM Cards by Your Users, Resellers or End-Users is Your responsibility and You agree and acknowledge that irrespective of any notice You may give We shall not be liable for any losses incurred by You, Your Users, Resellers or End Users other than as agreed in the BT Control Centre Service Agreement.

## 7 CUSTOMER GROUP

- 7.1 Subject to clause 7.2, You may permit other members of Your Group as notified to Us from time to time to place orders under the BT Control Centre Service Agreement and use the Services and Equipment supplied by Us under the BT Control Centre Service Agreement, provided that any act or omission of such members of Your Group shall for the purposes of the BT Control Centre Service Agreement be deemed to be the act or omission of You.
- 7.2 You shall procure that such Group members fully comply with the terms of the BT Control Centre Service Agreement. The relevant member of Your Group may, on request, be billed separately for the Charges incurred by that member, provided that You shall ultimately remain liable to pay all Charges in respect of the use of the Services by other members of Your Group.

## 8 RISK AND TITLE

- 8.1 Subject to clause 8.2, title to any Equipment provided by Us on a Charged Basis passes to You once You have paid for such Equipment in full, and title to any Equipment provided by Us on a Funded Basis shall pass to You on delivery.
- 8.2 Unless otherwise agreed in writing, title and property in any SIM Cards or Software shall remain vested in Us or the appropriate third party and You are hereby granted a licence to use any SIM Card only for accessing the Services through the Network during the term of the BT Control Centre Service Agreement.
- 8.3 All risks in any Equipment, SIM Card and Software pass to You on delivery and any Equipment, SIM Card or Software returned to Us shall be done so at Your risk until received by Us.
- 8.4 You must notify Us of non-delivery of goods in writing within 7 days of receipt of the invoice or You shall be deemed to have accepted receipt of all goods stated in the invoice.

## 9 EQUIPMENT

- 9.1 You must satisfy yourself that all Equipment is suitable for its intended purpose and requirements.
- 9.2 You must satisfy yourself that any software (or relevant third party software) that You use will be fully compatible and operate correctly with the Services through an Approved Modem or Equipment.
- 9.3 Devices will only be unlocked where technically possible and at Your request after completion of the relevant Minimum Activation Term and provided all Charges and the Device Unlocking Fee have been paid.
- 9.4 Equipment may be subject to additional terms (such as user manuals and in box documentation) which You accept by retaining and using such Equipment. If You do not consent to such additional terms You must promptly return such Equipment.

- 9.5 You must inform Us immediately You become aware of the loss, theft or damage of any Equipment or SIM Card, and shall remain liable for all Charges incurred by use of any lost or stolen Equipment or SIM Card until reported to Us.
- 9.6 We may request in writing and You will replace, update or have access to the Equipment or SIM Cards (including SIM Card profiles) as reasonably required to enhance or maintain the quality of Services or to update the EE Software and We accept no responsibility for any disruption to Service.
- 9.7 Notwithstanding clause 6.1(d), You acknowledge that You have carried out Your own investigations as to the suitability of any Customer Equipment used with the Equipment and SIM Cards and that We have made no representations or warranties in relation to the suitability of the Equipment for use with the Customer Equipment (or vice versa). You will ensure that any Customer Equipment and SIM Cards is compatible with the Network, adheres to any technical parameters and guidelines issued by Us from time to time, supports SIM Update Service, and is adequately protected against viruses.
- 9.8 We do not warrant the availability of any Equipment and may from time to time amend the range of Equipment available or withdraw particular Equipment from sale or supply a comparable replacement.
- 9.9 You must start using SIM Cards within the Activation Grace Period and shall replace SIM Cards as recommended by the SIM Card manufacturer.
- 9.10 Any approvals given by Us either in the General Specifications or otherwise in relation to Customer Equipment is solely verification that the Customer Equipment meets technical requirements for connection to the Network but is not a warranty or representation of the compatibility of approved Customer Equipment with other approved Customer Equipment. You shall comply with the General Specification as amended from time to time.

## 10 WARRANTY

- 10.1 You shall notify Us within 7 days of receipt if any Equipment or SIM Card has arrived damaged and/or faulty or if an order has been incorrectly fulfilled.
- 10.2 If We have procured that You receive the benefit of a manufacturer's warranty, We will enforce those rights under any manufacturer's warranties for the benefit of You on written notice by You. All out of warranty replacements shall be charged to You at List Price. Replacements by Us under this clause will be made with refurbished products of similar specification at Our discretion, and are subject to the original Device being returned
- 10.3 We shall replace SIM Cards which are found to be defective within 12 months of delivery due to faulty materials or workmanship at no charge. Our liability for a failed SIM Card within this period is limited to the cost of a replacement SIM Card. All other replacements of SIM Cards are subject to payment by You of SIM Card charge.
- 10.4 We warrant that any EE Software shall conform in all material respects to the manufacturer's specification for a period of 90 days from the date of delivery of the EE Software, provided that the EE Software is used in accordance with any such specification and that no modifications have been made. Our sole obligation and liability for breach of this warranty will be to promptly repair or replace (at Our expense) the defective EE Software.
- 10.5 The above warranties are subject to compliance by You and other Users in all material respects with all relevant licences, specifications, user manuals, any other user guidelines, and any manufacturer's conditions specified in the warranty.
- 10.6 The lifespan of a SIM Card or Equipment will be affected by the nature of its use and under no circumstances will the duration of the BT Control Centre Service Agreement or Minimum Activation Term imply any warranty or condition of satisfactory quality and fitness for a particular purpose, in relation to SIM Cards or Equipment during such period. It is Your responsibility to ensure that SIM Cards and/or Equipment are used in accordance with the manufactures guidelines and that SIM Cards and

- Equipment are replaced accordingly or within the relevant periods referred to in clauses 9.9, 10.2 and 10.3 if earlier.
- 10.7 Except as expressly provided in the BT Control Centre Service Agreement, we make no warranty of any kind whether, express, implied, statutory or otherwise. We specifically disclaim all implied warranties, including any implied warranty of non-infringement, merchantability or fitness for a particular purpose to the maximum extent permitted by law.
- 11 MOBILE SERVICES**
- 11.1 Each Service and Connection under the BT Control Centre Service Agreement shall remain Connected for its Minimum Activation Term and in consideration of the offer set out in the BT Control Centre Account Commercial Terms You agree that any Existing Subscriptions shall start a new Minimum Activation Term commencing on the date of last signature of the BT Control Centre Commercial Terms.
- 11.2 We reserve the right to Disconnect Inactive Subscriptions or to re-allocate these where You request New Subscriptions, to enable the proper management of Inactive Subscriptions during the term of the BT Control Centre Service Agreement. Before exercising Our rights under this clause, We shall liaise with You to determine at Our sole discretion whether there is a justifiable reason for the Inactive Subscriptions to remain Connected to the Network.
- 11.3 Subscriptions may be provided with access to other services, terms of which are to be agreed in writing, but in the absence of Charges will be in accordance with the BT Control Centre Price Guide.
- 11.4 Where a regulatory authority requires the re-allocation or change of phone numbers, We reserve the right (without liability) to change the phone numbers allocated to You to access the Services, but shall use Our reasonable endeavours to minimise the disruption caused.
- 11.5 It is Your responsibility to configure at Your own cost any virtual private Network which You, Resellers or End-Users may use in conjunction with the Services. We do not warrant that any virtual private Network not specifically approved for use by Us will be compatible with the Services and shall bear no liability for any such lack of compatibility.
- 11.6 You agree that the EU Data Landing Roaming Regulations shall not apply.
- 12 VARIATIONS BY US**
- 12.1 We may issue a Notice of Variation to You to vary the provisions of the BT Control Centre Service Agreement where such variation is required in Our reasonable opinion as a result of:
- any legislation, statutory instrument, government regulation, regulatory requirement or licence;
  - changes imposed by third party manufacturers or suppliers; or
  - a change to Our operations (including a change to or withdrawal of any Services or Equipment) or alterations to the Network, provided such change is also implemented in relation to the majority of Our BT Control Centre customers.
- 12.2 If We make any variation to the BT Control Centre Service Agreement of material detriment to You, We will give You at least 30 days' written notice of the variation (save where this is not practicable due to a change imposed by a legal or regulatory body) and You will have the right to terminate the relevant Service and/or Equipment in accordance with clause 14.5 without liability.
- 12.3 Notwithstanding clause 12.2, We may from time to time vary the prices, terms and conditions set out in Our BT Control Centre Price Guide. You agree that such variations shall take effect from the date we notify You that the BT Control Centre Price Guide has changed and that deemed receipt of the new BT Control Centre Price Guide shall constitute adequate notification of the variation. We shall use Our reasonable endeavours to provide You with the variations at least 30 days before any such change comes into effect.
- 12.4 We may at anytime and without liability choose to update, upgrade, modify or withdraw elements of the Provisioning Portal functionality or suspend access to or withdraw the Provisioning Portal entirely.
- 12.5 We may update the list of Approved Modems in the General Specification from time to time.
- 12.6 You agree that the variations referred to in clause 12.3, 12.4 and 12.5 shall take effect from the date we notify you of a revised and amended General Specification and that deemed receipt of such publication shall constitute adequate notification of the variation. We shall use Our reasonable endeavours to provide you with the revised version at least 30 days before any such change comes into effect
- 12.7 All other variations to the BT Control Centre Service Agreement may only be made by agreement of the parties in accordance with clause 5.
- 12.8 A variation made in accordance with clause 12.3, 12.4 and 12.5 shall not give you a right pursuant to clause 12.2
- 13 SUSPENSION**
- 13.1 We may, without liability to You, Suspend any relevant part, or where necessary all, of the Services:
- during any technical failure, modification or maintenance of the Network;
  - upon instruction by emergency services or any government, regulatory or appropriate authority;
  - where necessary to safeguard the integrity and security of the Network (including concentrated outgoing requests for Connection in a short period of time) or to reduce fraud; or
  - where We have the right to terminate pursuant to clauses 14 and 22.
- 13.2 We shall use Our reasonable endeavours to keep any Suspensions under clause 13.1 to a minimum, to provide prior notice where possible and to restore the Services as soon as reasonably practicable.
- 13.3 Where a User has caused You to be in breach of any of Your obligations under clause 6 (Use), We may Suspend the Services to that specific User, but where practicable We shall use Our reasonable endeavours to notify You in advance of such Suspension to allow the opportunity for the alleged breach to be remedied.
- 13.4 Without prejudice to Our other rights under the BT Control Centre Service Agreement, We may additionally Suspend the relevant Service(s) where We have not received payment of outstanding Charges for those Services (including any accrued interest) within 30 days of the due date for that payment, or where any agreed credit limit on the Charges has been exceeded by You.
- 13.5 We may delay Connection or Suspend Services to a relevant SIM Card if there are reasonable grounds to suspect that information provided by You is inaccurate or the signatory for You is not authorised to sign on behalf of You.
- 13.6 You shall remain liable for all Charges during any period of Suspension, and where the Suspension has been implemented under clauses 13.3 or 13.4, You shall also pay all reasonable costs and expenses incurred by Us in the implementation of the Suspension and any Suspension Lifting Fee per Subscription. We shall restore the Services as soon as the circumstances which gave rise to the Suspension are remedied.
- 14 TERMINATION**
- 14.1 You may terminate the BT Control Centre Service Agreement in whole or in part and may Disconnect any Connection at any time by giving Us 30 days' written notice.
- 14.2 We may terminate the BT Control Centre Service Agreement in whole or in part by giving You 30 days' written notice, provided such notice does not expire before the end of the relevant Minimum Activation Term(s).
- 14.3 Either party may terminate the BT Control Centre Service Agreement in whole or in part at any time by notice in writing if the other party:
- is in Material Breach of any of the terms of the BT Control Centre Service Agreement, by giving written notice specifying the breach and (if capable of remedy) requiring it to be remedied. If the breach is not remedied within 21 days of the date of the notice, the BT Control Centre Service Agreement shall end on the expiry of the 21 day notice period. If the breach is not remediable, termination will take effect immediately; or
  - becomes subject to an Insolvency Event, termination will take effect immediately.
- 14.4 Termination Fees (including any unpaid Minimum Spend) may be payable where:
- a Service is terminated before the end of the Minimum Activation Term or Spend Period(s) by You under clause 14.1 or by Us under clause 14.3, or
  - a Subscription is Disconnected prior to completion of its Minimum Activation Term by You under clause 14.1 or by Us under clause 14.3.
- You acknowledge that the Termination Fees represent a genuine pre-estimate of the loss suffered by Us due to early termination, having regard to the overall commercial deal between the parties and that the Termination Fees do not represent a penalty.
- 14.5 You may terminate an BT Control Centre Additional Service or an order for Equipment without liability for Termination Fees by giving Us 30 days' written notice where We have varied the terms of, or increased the Charges under, the BT Control Centre Service Agreement (excluding the BT Control Centre Price Guide) pursuant to clause 14 in relation to that specific Service or Equipment to Your material detriment (excluding any effect on Resellers and End Users). This right to terminate ends 60 days after the date on which the variation became effective. For the purposes of this clause, the parties agree that an increase in Charges of an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics in any 12 month period shall not constitute a material detriment to You.
- 15 CONSEQUENCES OF TERMINATION**
- 15.1 Upon termination of the BT Control Centre Service Agreement (in whole or in part) for any reason, the following shall apply (and where terminated in part, shall apply to that part) subject to clause 15.2:
- the parties shall pay all Charges due and payable to each other (including any applicable Termination Fees) and any unused Credits shall be offset by Us against the Charges with any remainder forfeited;
  - We shall no longer supply and You shall immediately cease Connecting Users and using the Services (except Software embedded in Equipment to which You have title) and Your Subscriptions will be Disconnected; and
  - the parties must promptly on request return or destroy all confidential information and also return any property belonging to the other (and where requested provide written confirmation of this).
- 15.2 Notwithstanding the above, where all or part of the BT Control Centre Service Agreement has been terminated:
- prior to the completion of the relevant Minimum Activation Term by You pursuant to clause 14.3(a) (material or persistent breach), clause 14.3(b) (insolvency), or by either party under clause 22.4 (force majeure), or
  - at any time by You pursuant to clause 14.5 (variations), You shall only be obliged to pay the Charges pro-rated up until the date of termination and any Credit provided by Us shall be refunded by You to Us on a pro-rated basis after the date of termination.
- 15.3 If We terminate an BT Control Centre Service Agreement in full in accordance with clauses 14.3 or 22.4 then (without prejudice to any other rights and remedies) We may at our discretion require You to transfer Your rights and obligations to Resellers and End-Users to Us or Our appointed nominee.



- 15.4 You agree to, within 30 days of Our written request, (i) return all Equipment on a without charge basis in good condition or (ii) pay to Us the cost price (minus any agreed depreciation) for such Equipment.
- 15.5 We will provide reasonable assistance to You in accordance with standard telecommunications industry practice in relation to any transfer of Services to another telecommunications operator.
- 15.6 Termination or expiry of the BT Control Centre Service Agreement (or any part of it) will not affect either party's accrued rights or liabilities and provisions of the BT Control Centre Service Agreement which are intended by their nature to survive termination shall continue in force (including clauses 15, 16, 17, 18, 19 and 22), together with any other provisions necessary for their enforcement or interpretation.
- 15.7 Termination of an BT Control Centre Additional Service will not, unless otherwise stated in the BT Control Centre Additional Service agreement, terminate the BT Control Centre Service Agreement in its entirety or the BT Control Centre Commercial Terms or other BT Control Centre Additional Service.

## 16 LIABILITY

- 16.1 The express terms of the BT Control Centre Service Agreement are in lieu of all warranties, conditions and other terms implied by statute, common law, custom, trade, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law, including any implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 16.2 Subject to clause 16.3:
- the total liability of each party in respect of all claims arising in connection with the BT Control Centre Service Agreement in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to the greater of £100,000 or 100% of the Charges paid or payable by You in the 12 months preceding the event giving rise to the claim; and
  - Our total liability for any single claim for damages to tangible property brought by You will not exceed £3,000 unless We install the Equipment on site as part of the BT Control Centre Additional Service, in which case the aggregate liability will not exceed £50,000.
  - neither party will be liable to the other in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, contract, use, anticipated saving or revenue, goodwill, production, business interruption, wasted expenditure, any loss or corruption of data, or for any indirect or consequential loss or damage howsoever arising in connection with the BT Control Centre Service Agreement. This exclusion shall not apply in relation to any loss of revenues (including profit) payable to Us under the BT Control Centre Service Agreement.
- 16.3 Nothing in the BT Control Centre Service Agreement limits or excludes:
- either party's liability for death or personal injury caused by the negligence of its employees, agents or sub-contractors, for fraud or fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded;
  - Your obligation to pay the Charges; or
  - the indemnity in clause 16.5
  - any loss incurred relating to damage to the Network or to any equipment owned by Us caused by You.
- 16.4 We will not be liable for any breach of the BT Control Centre Service Agreement to the extent that Our delay or failure to perform Our obligations results from (a) a failure by You to perform Your own obligations under the BT Control Centre Service Agreement, (b) the acts or omissions of other providers of telecommunication services, except where such providers have been appointed directly by Us as sub-contractors, or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers.

- 16.5 You agree to indemnify Us against any liability, damages, expenses or losses arising out of any actions, demands, proceedings or claims made against Us by a third party (including Resellers, End-Users and Users) arising out of use of the Services, Equipment or SIM Cards.
- 16.6 You shall give Us written notice of any claim arising out of a breach of this BT Control Centre Service Agreement no later than six (6) months from when You first became aware or ought to reasonably have become aware. Failure to notify Us of a claim within this period shall constitute a waiver by You of any right, action or claim in respect of such breach.

## 17 INTELLECTUAL PROPERTY

- 17.1 All Intellectual Property Rights used by or subsisting in the Services and Equipment shall remain Our sole property or (as the case may be) the relevant third party rights owner.
- 17.2 Where Intellectual Property Rights are created during or as a result of the supply of the Services and Equipment to You, these Intellectual Property Rights shall be owned by Us or the third party rights owner as applicable. You must not:
- do anything or allow anything to be done which might jeopardise Our or Our licensors' Intellectual Property Rights;
  - dispute or challenge Our rights or the relevant third party rights owner; or
  - apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises of, or is confusingly similar to, Our trademarks or Our licensors.
- 17.3 We will indemnify You regarding an award made by a court to a third party against You because the Services are a breach of that third parties Intellectual Property Rights but such indemnity is conditional on You discharging the following obligations:
- as soon as reasonably practicable, give written notice of the claim to Us specifying the nature of the claim in reasonable detail;
  - not make any admission of liability, agreement or compromise in relation to the claim;
  - take such steps that We may request at anytime (whether before or after notice of a potential claim) to mitigate the risk and reduce the potential losses and damages that may be awarded;
  - give Us sole authority to avoid, dispute, compromise or defend the claim
- 17.4 We will not be liable to You in relation to a claim made by a third party where You have operated or used the Services or EE Software in combination with any other equipment, device, services or software not supplied by Us under this BT Control Centre Service Agreement in such a way that has resulted in the causation of the claim.

## 18 SOFTWARE LICENCE

- 18.1 The Services and Equipment provided under the BT Control Centre Service Agreement may contain or use EE Software or Licensed Software. Where EE Software is provided, We grant You a non-exclusive, revocable, non-transferable licence (without the right to sub-licence) to use any such EE Software in object code form for the purpose of properly accessing the Services for the duration of the BT Control Centre Service Agreement. Any Licensed Software provided or accessed shall be governed by the terms of the relevant licence which shall comprise Your sole rights and remedies in respect of such Licensed Software.
- 18.2 If You do not accept the licence terms relating to the Licensed Software, You shall not use the relevant feature of the Service to which the Licensed Software relates and We shall not be required to deliver the relevant Service. You shall indemnify Us and keep Us indemnified in full and on demand for any claim or for any losses incurred or suffered by Us (including any legal costs) arising from any failure of You to comply with the terms of the Licensed Software or EE Software.
- 18.3 The licence granted under the BT Control Centre Service Agreement to use EE Software may be terminated if You dispute the ownership of any Intellectual Property Rights under the BT Control Centre Service Agreement, fail to comply with any term of the BT Control Centre Service

Agreement or if the continued use or possession of the EE Software infringes the rights of any third party. The licence shall further be subject to You:

- undertaking not to copy, reproduce, translate, adapt, vary, modify, sub-license, decompile, reverse engineer or create derivative works from or allow any third party access to any EE Software (or any part of it) unless expressly permitted to do so by EE or by relevant law; and
  - not using the EE Software on any equipment other than the Equipment, unless otherwise expressly specified or approved by Us.
- 18.4 EE Software delivered to You by electronic means cannot be reissued and You shall ensure that correct email addresses are provided for these purposes and that any firewall or other protection will not prevent such delivery.

## 19 CONFIDENTIALITY

- 19.1 Each party undertakes that it shall not at any time during the BT Control Centre Service Agreement, and for a period of three years after termination of the BT Control Centre Service Agreement, disclose to any person the terms of the BT Control Centre Service Agreement or any confidential information concerning the business, affairs, customers or suppliers of the other party or its Group, except as permitted by clause 19.2.
- 19.2 Disclosure of confidential information is permitted:
- by each party to such of its employees, officers, representatives, advisers, contractors and suppliers who need to know such information for the purposes of the implementation and/or performance of the BT Control Centre Service Agreement, provided always that the disclosing party ensures such recipients comply with this clause 19;
  - as may be required by law, court order or any governmental or regulatory authority;
  - by Us to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to Your account and performance under the BT Control Centre Service Agreement, and to any member of Our Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;
  - by Us as may be permitted pursuant to Data Protection Legislation;
  - with the consent of the disclosing party; and/or
  - to the extent that information has come into the public domain through no fault of the receiving party.
- 19.3 You shall on behalf of Yourself and Users be responsible for keeping the information confidential.

## 20 DATA PROTECTION

- 20.1 The Parties acknowledge and agree that:
- If You are the Controller of M2M Personal Data and to the extent that We Process M2M Personal Data We will do so acting as Processor on behalf of You in order to perform the BT Control Centre Services;
  - If an End-User, Reseller or a third party that benefits from Your access to the Network is the Controller of M2M Personal Data You will procure that You are appointed as a Processor and will acquire and maintain the right to appoint Us as Processor of the M2M Personal Data subject to the terms of this Clause 20;
  - EE is the Controller of Call Data Records. You will have no access to the Call Data Records except where it forms part of the Billing Data; and
  - EE and You are each Controllers of Billing Data and each party shall be responsible with complying with Data Protection Legislation in respect of its own Processing of Billing Data, including where such

- Processing requires a transfer to a country or territory outside the European Economic Area.
- 20.2 You acknowledge and agree that, for Us to provide the BT Control Centre Services, Call Data Records may be used, managed, accessed, transferred or held on systems, networks and facilities worldwide.
- 20.3 Notwithstanding any other provision in the BT Control Centre Services Agreement, for Us to provide the BT Control Centre Services, M2M Personal Data may be:
- a. used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
  - b. transferred by Us worldwide to the extent necessary to allow Us to fulfil Our obligations under the BT Control Centre Services Agreement and You appoint Us to perform each transfer to provide the EE Connect
  - c. Services provided that EE will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:
    - (i) BT Group's Binding Corporate Rules (for transfers among BT Group);
    - (ii) agreements incorporating the relevant standard data protection clauses adopted by the European Commission; and
    - (iii) where applicable, the EU-US Privacy Shield.
  - d. Where We act as a Controller:
    - (i) We may collect, Process, use or share M2M Personal Data with BT Group and Sub-Processors, within or outside the country of origin to administer, track and fulfil provision of the BT Control Centre Services;
    - (ii) implement the BT Control Centre Services;
    - (iii) manage and protect the security and resilience of any EE Equipment, the Network and the BT Control Centre Services;
    - (iv) manage, track and resolve incidents with the BT Control Centre Services as set out in the BT Control Centre Service Agreement;
    - (v) administer access to online portals relating to the EE Services including but not limited to the Provisioning Portal;
    - (vi) compile, dispatch and manage the payment of invoices;
    - (vii) manage the BT Control Centre Service Agreement and resolve any disputes relating to it;
    - (viii) respond to general queries relating to the BT Control Centre Services or the BT Control Centre Services Agreement; and
    - (ix) comply with Applicable Law;
  - e. We will Process the M2M Personal Data in accordance with applicable Data Protection Legislation, as set out in the EE Privacy Policy and, where applicable, BT Group's Binding Corporate Rules; and
  - f. We may, from time to time, contact You, or other network, IT or procurement manager involved in the procurement or management of the BT Control Centre Services, to provide additional information concerning the BT Control Centre Services, or other similar services.
- 20.4 Where We act as a Processor:
- a. the subject-matter, duration, nature and purpose of the Processing, the type of M2M Personal Data and categories of Data Subjects will be set out in the Online Data Processing Record");
  - b. in order to perform Our obligations under the Agreement, We will:
    - (i) Process the M2M Personal Data on behalf of You in accordance with Your documented instructions as set out in sub-clause 20.4 (j), except where:
    - (ii) Applicable Law requires Us to Process the M2M Personal Data otherwise, in which case, We 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;
  - (iii) in Our reasonable opinion an additional instruction or a change to the instructions provided by You in accordance with clause 20.4 (j) infringes the Data Protection Legislation and We will inform You of Our opinion without undue delay and will not be required to comply with that instruction;
  - (iv) to protect the M2M Personal Data against a Personal Data Breach, implement technical and organisational security measures, that are appropriate to the risk represented by Our Processing and the nature of the M2M Personal Data being Processed;
  - (v) provide notice to You without undue delay after becoming aware of a Personal Data Breach affecting the M2M Personal Data;
  - (vi) only use the Sub-Processors approved by You by entering into the BT Control Centre Service Agreement or in accordance with clause 20.4.(h); and
  - (vii) assist You in Our compliance with the Data Protection Legislation, taking into account the nature of the Processing of the M2M Personal Data and the information available to Us, relating to, Our obligation to respond to lawful requests from a Data Subject, to the extent practicable, the security of the Processing of the M2M Personal Data, notification of a Personal Data Breach affecting the M2M Personal Data to the Supervisory Authority or the Data Subjects and a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,
  - c. You will reimburse Our reasonable costs for this assistance except for the assistance set out in clause 20.(A)(a)(a)(vii) where a Personal Data Breach affecting the M2M Personal Data occurred as a direct result of a breach of Our obligations set out in clause 20.4 (b) (iv) unless Applicable Law requires Us to store a copy of the M2M Personal Data, upon expiry or termination of the BT Control Centre Service Agreement and at Your option, We will delete or return the M2M Personal Data within a reasonable period and You will reimburse Our reasonable costs for this deletion or return of the M2M Personal Data;
  - d. We will make available to You the information demonstrating Our compliance with Our obligations set out in clause 20.4, 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), subject to clauses 20.4 (d) (i) – (iii):
    - (i) the audit will not disrupt Our business, be conducted during business hours, not interfere with the interests of Our other customers or cause Us to breach Our confidentiality obligations with Our other customers, suppliers or any other organisation and not exceed a period of two successive days; You (or Your third-party auditor) will comply with Our relevant security policies and appropriate confidentiality obligations.
    - (ii) You will reimburse Our reasonable costs associated with the audit and, where We conduct an audit of Our Sub-Processors to demonstrate Our compliance with Our obligations set out in clauses 20.4, those of Our Sub-Processors.
    - (iii) You will reimburse Our reasonable costs associated with the audit and, where We conduct an audit of Our Sub-Processors to demonstrate Our compliance with Our obligations set out in clause 20.4 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) and for the avoidance of doubt You may disclose this audit report to End-Users and Resellers
  - e. We may demonstrate Our compliance with Our obligations set out in clause 20.4 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) and for the avoidance of doubt You may disclose this audit report to End-Users and Resellers
- provided You do so subject the same terms and conditions as set out in this clause 20.4(e);
- f. We will not disclose M2M Personal Data to a third party unless required for the performance of the BT Control Centre Services, permitted under the BT Control Centre Service Agreement or otherwise required by Applicable Law;
  - g. We will ensure that persons authorised by Us to Process the M2M Personal Data will be bound by a duty of confidentiality;
  - h. We may use Sub-Processors and will ensure that data protection obligations in respect of Processing M2M Personal Data equivalent to those set out in Clause 20.4 of the BT Control Centre Service Agreement will be imposed on any Sub-Processors;
  - i. We will inform You of proposed changes to Our Sub-Processors from time to time, either by providing You with online access to intended changes at [www.bt.com/terms](http://www.bt.com/terms), or by such other means as We may determine and:
    - (i) if You do not object to the proposed change within 30 days of the date of this notice, You will be deemed to have authorised the use of the new Sub-Processors;
    - (ii) You may object to the use of a new Sub-Processor by giving notice in writing documenting material and substantiated concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation; and
    - (iii) if such notice is received within the time required by this Clause, the parties will address Your objection in accordance with the dispute resolution process set out in clause 22.16 and We may use the relevant Sub-Processor to provide the BT Control Centre Service until the objection is resolved in accordance with Clause 22.16;
  - j. the BT Control Centre Service Agreement contains Your complete instructions to Us for the Processing of M2M Personal Data and any additional instructions or changes to the instructions will be incorporated into the BT Control Centre Service Agreement in accordance with Clause 5 to take account of any resulting change in the Charges or the BT Control Centre Services;
  - k. You will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the BT Control Centre Services by Us, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with Us; and
  - l. You will only disclose to Us Personal Data that We require to perform the BT Control Centre Services.
- 20.5 Where permitted by Applicable Law:
- a. a Party in breach of the Data Protection Legislation or this clause 20 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
  - b. 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 complaint or claim for compensation caused by or relating to the Processing of Personal Data, without the prior written agreement of the other Party.
- 20.6 Where each Party acts as a Controller in relation to the Processing of Personal Data under the Agreement, the Parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.
- 20.7 You shall not, and shall procure that each Reseller shall not, sub-contract, sub-licence or otherwise delegate the processing of any M2M Personal Data in relation to the BT Control Centre Services under this BT Control Centre Services Agreement to any other mobile network operator without Our prior written consent.

- 20.8 If, in accordance with clause 12, We proposes amendments to the BT Control Centre Service Agreement to reflect changes to Our security measures, policies and processes to enable Us to comply with the Data Protection Legislation, You will act reasonably and in good faith to negotiate those amendments in a timely manner with Us.
- 20.9 Nothing in this BT Control Centre Services Agreement shall prevent either party from using information relating to an End-User, Reseller or third party that benefits from the BT Control Centre Services on an anonymised basis for creating statistical reports or services, forecasting, monitoring, analysis and, additionally in the case of EE, operation of Network and improvement of BT Control Centre Services. For the avoidance of doubt, EE is prohibited from using any M2M Personal Data for any commercial purposes other than those specified in this BT Control Centre Service Agreement.
- 20.10 Subject to Data Protection Legislation, each Party shall provide reasonable notification to the other if it detects activity which, in its opinion, may indicate fraudulent use of the BT Control Centre Services or the Network. Nothing in this Clause 20 shall oblige either party to actively monitor fraudulent use of the BT Control Centre Service or the Network.

## 21 CREDIT SECURITY

- 21.1 We may carry out credit assessments of You with licensed credit reference agencies when an application is made to Us for the provision of any Services and/or Equipment and as reasonably required during the term of the BT Control Centre Service Agreement (including when additional Services or Equipment are requested). Such agencies will record Our search.
- 21.2 We can at Our sole discretion decide whether Your credit status is acceptable and reserve the right to refuse to supply and/or limit the supply of a particular Service and/or Equipment, impose a credit limit on Your account, or terminate the BT Control Centre Service Agreement in the event Your credit status changes.
- 21.3 At Your request, We will provide details of the credit reference and fraud prevention agencies that We share information with.
- 21.4 We will not carry out personal credit assessments of any individuals associated with You without the prior consent of such individuals.

## 22 GENERAL TERMS

### Notices

- 22.1 All legal notices given to a party under or in connection with the BT Control Centre Service Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the address given in the BT Control Centre Account Commercial Terms, (where sent by You) or to the email address of You set out in the BT Control Centre Account Commercial Terms (where sent by Us).
- 22.2 All notices will be deemed served 48 hours after they are sent, or on earlier proof of delivery. Notices sent by email will be deemed served at the time of transmission.

### Waiver

- 22.3 The failure or delay by either party to exercise a right or remedy under the BT Control Centre Service Agreement does not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise or waiver of any right or remedy under the BT Control Centre Service Agreement shall prevent any further exercise of the right or remedy.

### Force majeure

- 22.4 Except for Your payment obligations, neither party shall be in breach of the BT Control Centre Service Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the BT Control Centre Service Agreement if such delay or failure result from

events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 60 days, either party may terminate the BT Control Centre Service Agreement on fourteen days' written notice to the other.

### No legal partnership

- 22.5 Nothing in the BT Control Centre Service Agreement creates, is intended to, or shall be deemed to have created a legal partnership or joint venture of any kind between the parties, nor constitute any party the agent or distributor of the other for any purpose and no party shall have authority to act as agent for, or to bind, the other party in any way.

### Invalidity

- 22.6 If any provision of the BT Control Centre Service Agreement becomes void, illegal or unenforceable, the remainder of the BT Control Centre Service Agreement shall remain in full force and effect and neither party shall be discharged from its remaining obligations. If any such invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted or modified, the parties shall negotiate in good faith to agree a replacement provision with the minimum modification necessary to achieve the same (or nearly as possible) commercial effect.

### Ineffectiveness

- 22.7 In the event that any court, pursuant to the Public Contracts Regulations 2006 or Council Directive 2007/66/EC, makes a declaration of ineffectiveness or orders that the Minimum Activation Term of any Service under the BT Control Centre Service Agreement be shortened, then that Service will be terminated and You shall pay the Termination Fees.
- 22.8 If You are a central government department, local authority or other public sector entity You warrant and represent that You have entered into the BT Control Centre Service Agreement in compliance with the Public Contracts Regulations 2006.

### No third party rights

- 22.9 A person who is not a party to the BT Control Centre Service Agreement shall not have any rights under or in connection with it. No member of Your Group shall have any right to directly enforce any provision of the BT Control Centre Service Agreement.

### Transfer of the BT Control Centre Service Agreement

- 22.10 Subject to 22.11 and 22.12, neither party shall assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any of its rights and obligations under the BT Control Centre Service Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 22.11 We may novate the BT Control Centre Service Agreement or assign any of Our rights hereunder to (i) any entity or person within Our Group, or (ii) any entity or person to whom We transfer the whole or part of Our business. You agree that You will within 14 days of a request from Us enter into a deed of novation in terms we reasonably request to give effect to a novation under this clause.
- 22.12 We may sub-contract any of Our obligations under the BT Control Centre Service Agreement provided We remain liable to You to the extent set out in the BT Control Centre Service Agreement for such performance.
- 22.13 You shall ensure such sub-contractors are provided with such assistance and information necessary to enable Us to complete Our obligations pursuant to the BT Control Centre Service Agreement.

### Whole agreement

- 22.14 The BT Control Centre Service Agreement constitutes the entire agreement between the parties with regard to the subject matter of the BT Control Centre Service Agreement and supersedes any previous negotiations, representations, warranties, proposals and agreements (whether written or oral). Existing Connections which are re-signed under the BT Control Centre Service Agreement shall be governed by the BT Control Centre Service Agreement and no other.

- 22.15 The parties acknowledge that that they have not been induced to enter into the BT Control Centre Service Agreement in reliance upon any representation or other statement or promise of any nature whatsoever other than as expressly set out in the BT Control Centre Service Agreement and, save as expressly set out in the BT Control Centre Service Agreement, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of the BT Control Centre Service Agreement unless it was made fraudulently.

### Dispute resolution

- 22.16 The parties shall use their reasonable endeavours to resolve disputes arising from or in connection with the BT Control Centre Service Agreement ("Disputes"). If either party wishes to raise a Dispute, it shall notify the other party in writing of the existence and reasons for such Dispute. Representatives of the parties shall then meet and use reasonable endeavours to try to resolve the Dispute as soon as reasonably practicable. Where a Dispute arises and cannot be resolved by consultation at senior management level within 30 days of notification, the parties may agree to follow an alternative dispute resolution procedure in good faith, sharing the costs and fees equally unless otherwise determined within that procedure. A Customer with no more than 10 employees may be able to take a dispute to adjudication under the Ombudsman Services dispute resolution scheme details of which are set out within EE's Code of Practice for Complaints at [www.ee.co.uk/complaints](http://www.ee.co.uk/complaints).
- 22.17 Nothing in the BT Control Centre Service Agreement prevents either party from seeking a legal remedy through the courts at any time.
- 22.18 Where a party ('**Damaged Party**') is subject to a third party claim which gives a right of action against the other party ('**Liable Party**'), the Damaged Party shall promptly notify the Liable Party of the details of the claim and allow (at the Liable Party's expense) the Liable Party to defend or direct the defence of such third party claim and shall provide all reasonable co-operation to avoid or minimise such claim. The Damaged Party must not make any admission of liability, agreement or compromise in relation to the claim unless directed to do so in writing by the Liable Party.

### Anti-Bribery and Corruption

- 22.19 In the event that we notify you that We, acting reasonably and in good faith, believe that You are not complying with any law, regulation or code relating to anti-bribery and/or anti-money laundering You will, on written request, co-operate fully with any and all enquiries, including the making available of personnel and supporting documents, if reasonably required by Us, in connection with such non-compliance.
- 22.20 Any breach of clause 22.18 or 6.1(m) relating to anti-bribery or anti money-laundering shall be a material breach of this Agreement not capable of remedy for the purposes of clause 14.3.

### Law and jurisdiction

- 22.21 The BT Control Centre Service Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

- chargeable Call or data connection duration;
- dialled number;
- MSISDN; and
- IMSI;

Account  
Commercial Terms

forming part of the BT Control Centre Service Agreement.

BT Control Centre  
Additional Service

means any ancillary services that We offer from time to time which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the BT Control Centre Additional Service documentation.

BT Control Centre  
Change Form

the form detailing Your requested change to the BT Control Centre Service Agreement and the commercial and legal implications of that change.

BT Control Centre  
Contract Period

the term of the BT Control Centre Service Agreement, as detailed in the BT Control Centre Account Commercial Terms.

BT Control Centre  
Price Guide

a list of Our current standard prices, terms and conditions for certain standard Services and Equipment as may be updated from time to time and notified to You.

BT Control Centre  
Service Agreement

the agreement between You and Us as recorded in the documents listed in Clause 1.

each have the meaning given to it in the GDPR.

Binding Corporate  
Rules

BT Group

British Telecommunications Plc (company number 1800000) and its subsidiary companies.

Call Data Records

in relation to the conveyance of any call or other communication over the Network, any data that constitutes traffic data as defined in the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Charged Basis

The Charge is identifiable as the charge for Equipment ordered

Charges

the monies payable by You to Us under the BT Control Centre Account Commercial Terms.

Connect(ion)

A Subscription accessing the Network "**Disconnection**", "**Re-Connection**", and "**Connected**" each have a corresponding meaning. A Connection may be an Existing Subscription or a New Subscription.

Contract Start Date

the date on which We commence the supply of a particular Service which unless otherwise specified will be the date of last signature of the BT Control Centre Account Commercial Terms or BT Control Centre Additional Services document if there is no BT Control Centre Account Commercial Terms.

Contract Year

a year commencing on the Contract Start Date and ending on the same day the following year.

Controller

each have the meaning given to it in the GDPR.

Customer

any equipment used by You which is not provided by Us under the BT Control Centre Service Agreement.

Equipment

has the meaning set out in the Data Protection Act 1998.

Data Controller

collectively (i) any applicable laws of the European Union,

Data Protection

(ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, (iii) the Regulation of Investigatory Powers Act 2000, (iv) when applicable the Investigatory Powers Act 2016, (v) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), (vi) the GDPR, and (vii) any binding guidance or code of practice issued by a Supervisory Authority.

Legislation

collectively (i) any applicable laws of the European Union,

Device

any mobile or wireless device, handset, dongle, data card or other equipment including tablets incorporating a SIM Card for use in connection with the Services. A Device does not include a SIM Card.

Directive

Directive 95/46/EU of the European Parliament and of the Council of 24 October 1995.

BT Control Centre

the BT Control Centre Account Commercial Terms

EE Privacy Policy

the policy that EE has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <http://ee.co.uk/privacy-policy>.

EE Software

any software, excluding Licensed Software, that is owned by Us or licensed by Us from a third party in Our name, and which may be updated from time to time.

End-User

A person who enters into a contract to receive the Service, Equipment and/or SIM Cards from You or a Reseller.

Equipment

the Initial Order for equipment set out in the BT Control Centre Commercial Terms and any other equipment that may be agreed between the parties from time to time. Equipment Accessories and may contain or use Software, but excludes Customer Equipment and SIM Cards.

EU Data Landing  
Roaming  
Regulations

The landing messages, data initiation messages, or 80% warning messages (as described in Regulation (EC) No. 717/2007 (as amended by Regulation (EC) No 544/2009).

Existing  
Subscription

a Connection which is already Connected at the Contract Start Date.

Funded Basis

The Charge is included as part of a Charge for a Service.

General  
Specification

A technical white paper or other product information in relation to Services or Equipment provided by Us as may be amended from time to time.

Group

any entity or person controlled by, controlling or under common control by Us or You (as applicable), from time to time. For the purpose of this definition the term "control" means ownership, directly or indirectly, of (i) equity securities entitling it to exercise, in aggregate, 50% (fifty percent) or more of the voting power in such corporation or other entity; or (ii) 50% or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partner.

Inactive  
Subscription

a Subscription with no mobile originating (outbound) or mobile terminating (inbound) traffic in any 3 month period.

## 23 DEFINITIONS AND INTERPRETATION

Account Account You may have a number of Accounts. Specific Rate Plans are allocated to Subscriptions in each Account.

Account Set-Up Charge any amount referred to in the BT Control Centre Account Commercial Terms.

Achieved Spend The amount of Charges You have paid Us in the Spend Period.

Activation Grace Period the period of time as agreed in the BT Control Centre Account Commercial Terms.

Active Subscription a Subscription that incurs Usage Charges or is not an Inactive Subscription.

Additional Fees the additional fees set out in the BT Control Centre Account Commercial Terms for specified administration or account activity, payable as applicable by You to Us.

Aggregate Achieved Spend The aggregate Achieved Spend at the end of each Minimum Spend Tranche.

Aggregate Minimum Spend The aggregate Minimum Spend at the end of each Minimum Spend Tranche.

Applicable Law the laws of England and Wales and the European Union and any other laws or Regulatory Condition which apply to the provision of the EE Services as amended, repealed or replaced from time to time.

Approved Modem Means the modems that We agree may be connected to the Network as described in the General Specification (as amended from time to time) or any other modem which We in Our absolute discretion confirm may be connected to the Network.

Billing Data a Call Record feed for accounting, reporting and billing purposes through an automated process, for example via a secure electronic file transfer or the Provisioning Portal, that includes but is not limited to the following information:

- time of Call or data connection;
- date of Call or data connection;
- actual Call duration or data connection duration;

Insolvency Event	means an event where either party: (i) ceases, threatens to, or suspends trading or to carry on business (other than temporarily by reason of a strike); or (ii) suspends payment of its debts or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or commits any act of insolvency, or enters into a composition or voluntary arrangements with its creditors, or has a receiver or administrator appointed over the whole or any part of its business or assets, or has a creditor's winding up petition advertised against it in the appropriate Gazette, or passes a resolution to wind up (other than for the purposes of a solvent amalgamation or reconstruction), or is the subject of any action or procedure commenced in any jurisdiction which is similar to or analogous with any above-mentioned action or procedure.	Network New Subscription Notice of Variation Online Data Processing Record	an "electronic communications system" which makes "electronic communication services" available in the United Kingdom through the use of "signals" (such expressions shall have the meaning ascribed to them in the Communications Act 2003) which We Use to provide the Services. a Subscription added to Your Account and which may be a Connection ported from Your previous provider or a transferred Subscription from Our other customers but is not an Existing Subscription or a Re-Connection. notification to You of a change to the BT Control Centre Service Agreement implemented by Us and sent by letter, email or text message. a record of the type of data that We process on Your behalf as amended from time to time and which can be viewed from a website that We notify You of from time to time.	Spend Period Software Sub-Processor Subscription	as may be updated, amended or replaced from time to time as described in the General Specification. As set out in the BT Control Centre Account Commercial Terms. Our Software and Licensed Software, as updated from time to time. a company in the BT Group or Our supplier or subcontractor that We engage to Process M2M Personal Data for the purposes of the BT Control Centre Services Agreement; a Subscription that has been configured to attach to the Network giving You access to the Services. "Disconnection", "Re-Connection", "Connect" and "Connected" each have a corresponding meaning. A Connection may be an Existing Subscription or New Subscription.
Intellectual Property Rights	copyright, database rights, design rights, patents, trade marks, service marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.	Overage Rate Personal Data Breach Processing Processor	Charges for usage in excess of the inclusive usage of a Rate Plan each have the meaning given to it in the GDPR. each have the meaning given to it in the GDPR. each have the meaning given to it in the GDPR.	Subscription Fees Supervisory Authority Suspension	monthly Usage Charges payable by You for use and access to the Network. each have the meaning given to it in the GDPR. the temporary or permanent Disconnection or block placed by Us on some or all of the Services You normally use (except where relevant for calls to emergency services) and "Suspend" has a corresponding meaning.
Licensed Software	software licensed to You by a separate agreement with the licensor of such software, by any 'shrink wrap' or 'click through' licence agreement or in box documentation provided.	Provisioning Portal	means the discretionary service, the functionality of which is detailed in the General Specification (as amended from time to time) Your use of which is subject to the terms and conditions which are available to view when accessing the Provisioning Portal.	Termination Fees	a fee for Disconnecting a Subscription before the Minimum Activation Term (as set out in the BT Control Centre Account Commercial Terms) or payment of any due Minimum Spend.
EU-US Privacy Shield	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.	Rate Plan	a service product which may include but not be limited to bundles of airtime, data use, text, and/or BT Control Centre Additional Services and/or additional discounts offered by Us for an agreed monthly or other periodic payment or Subscription Fee.	Territory	The United Kingdom (including England, Scotland, Wales and Northern Ireland but excluding the Channel Islands and the Isle of Man)
GDPR	the General Data Protection Regulation (EU) 2016/679 repealing the Directive, and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).	Resellers	means a person who sells, supplies or distributes the Services to third parties.	Usage Charges User	charges for voice, data and SMS airtime usage (as set out in the BT Control Centre Account Commercial Terms) whether charged as a Subscription Fee or Overage Rate. a person who is permitted by a Reseller or End-User to receive, use or benefit from (whether for consideration or not) a service or product which requires access to the Network. A User shall have no specific right to access the Network and shall not have the right to sell, supply or distribute the services.
List Price	the standard prices for Services and Equipment set out in the BT Control Centre Price Guide.	Roaming	a Subscription using Networks not owned and/or controlled by Us (usually outside the UK).		
M2M Personal Data	only the proportion of Personal Data (excluding Call Data Records) where You or a third party is the Controller and that We need to Process on Your behalf or on behalf of the third party as a Processor in providing the BT Control Centre Services to You.	Services	the services set out in the BT Control Centre Commercial Terms or the BT Control Centre Additional Service and any other services that may be agreed between the parties from time to time. The Services may include Rate Plans and Rate Plan Add-Ons and may contain or use Software but specifically excludes the Provisioning Portal and associated Software.	Interpretation: any reference to:	
Material Breach	any material, persistent or serious (but not necessarily fundamental) breach, including but not limited to a breach of clauses 2.4, 4.5, 6.1, 19.3, and 21.	Shortfall Payment	an underperformance of expenditure as measured against the Minimum Spend.		
Minimum Activation Term	the minimum period for which You commit to receive a particular Service or keep a Subscription Connected from the relevant Subscription Activation Date.	SIM Card Subscription Activation Date	a subscriber identity module supplied to You by Us. means the date when a Subscription becomes an Active Subscription.		
Minimum Spend	the expenditure guarantee for Charges (as set out in the BT Control Centre Account Commercial Terms) which You commit to pay during the relevant Spend Period.	SIM Card Activation Fee	A Charge to connect a SIM Card as agreed by the parties in the BT Control Centre Account Commercial Terms or Connect Change Form (including reactivation fees).		
Minimum Spend Tranche	As described in the BT Control Centre Account Commercial Terms.	SIM Update Service	means Our over the air update SIM management system		



