

THIS AGREEMENT is made on the date of your acceptance of its terms online ("**Effective Date**").

Your identification details (Company name, registered company number and registered office address) are the same as those you gave on www.btwholesale.com/EVR/terms

This Agreement sets out the terms on which the Service (as defined below) is provided by BT.

By ticking the box online indicating that you (the "**Regulated Provider / you**") have read and agreed to the terms of this Agreement, you accept and agree to be bound by the terms of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS

1.1 The following terms and expressions used in this Agreement will have the following meanings:

"**Acceptable Use Policy**" means specific rules that you have to follow when using the Services. You can find the policy at [BT Business Acceptable Use Policy](#) (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.

"**Agreement**" means this agreement as amended from time to time;

"**Applicable Law**" means laws, regulations, regulatory guidance, obligations, enactments, statutory duties, and/or rules applicable to the existence or operation of the Agreement;

"**Approved Provider**" means a third-party supplier that is approved by Ofcom to provide Emergency Video Relay Capability within the UK.

"**British Sign Language**" means a visual means to communicate using gestures, facial expression and body language.

"**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 a Service.

"**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: <https://www.bt.com/privacy-policy/> (or any other online address that BT may advise you).

"**Business Day**" means a day other than a normal weekend day or public or bank holiday in the United Kingdom and Ireland;

"**Call Handling Agent**" means the organisation within BT that provides emergency call centres and associated equipment to initially answer an emergency call, route the call to the required Emergency Organisation and supply caller location information to the Emergency Organisation.

"**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 Agreement.

"**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 Agreement, no matter how it is recorded, stored or disclosed and includes:

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

"**Credit Agency**" means Experian, Equifax and Callcredit.

"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 Agreement.

"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.

"Disclosing Party" means the Party disclosing Confidential Information to the other;

"Emergency Organisation" means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies.

"Emergency Video Relay Capability" means a service supplied by an Approved Provider which provides British Sign Language translation and relay facilities for emergency communications to be conveyed via video between an User and Emergency Organisations, via an app or web portal which:

- a) is capable of being accessed by Users from readily available compatible terminal equipment with video capabilities;
- b) is available twenty-four hours a day, seven days a week;
- c) insofar as reasonably practicable, allows for communication between Users of the service at speeds equivalent to voice communications;
- d) provides a means of communicating by text in conjunction with video relay; and
- e) connects to an Approved Provider and then onwards as a voice call to a CHA for further connection to the required Emergency Organisation.

"Emergency Video Relay Regulation" has the meaning given to it in Clause 2.2

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

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

"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 (including know-how and trade secrets), 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;

"Liabilities" means all losses, liabilities, awards, judgements, damages (including any damages awarded by a court of competent jurisdiction), claims, demands, compensation, costs, fines, penalties, levies, interest, expenses (including management time and legal and other professional fees), payments by way of settlement, tribunal awards and charges; **"Openreach Information"** means information which BT from time to time identifies to the other Party as being commercially confidential, or is by its nature commercially confidential, to the BT group company known as **"Openreach"**;

"Notice" means any notice to be given by one of us to the other under the Agreement in accordance with Clause **Error! Reference source not found.**

"Ofcom" means the Office of Communications.

"**Service**" has the meaning given to it in Clause 4.1.

"**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.

"**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 Agreement.

"**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 you allow to use any Service.

"**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.

2. PURPOSE OF THIS AGREEMENT

- 2.1. The purpose of this Agreement is to define the underlying terms governing the relationship between the Regulated Provider and BT in respect of the Service.
- 2.2. This Agreement is intended to assist the Regulated Provider in meeting the obligations set out in paragraphs C5.11 and C5.12 of the general conditions set under section 45 of the Communications Act 2003 (the "**Emergency Video Relay Regulation**"). However, BT shall be under no obligation to contract for the provision of any Emergency Video Relay Capability wider in scope or more onerous than that which BT is obliged to provide to a BT retail Customer under the Emergency Video Relay Regulation.

3. COMMENCEMENT AND DURATION

- 3.1. The Agreement will commence on its Effective Date and will remain in place until and unless terminated in accordance with its terms.

4. SERVICE

- 4.1. BT will contract with an Approved Provider for the provision of Emergency Video Relay Capability on terms which:
 - 4.1.1. facilitate use by the Regulated Provider and its Users of Emergency Video Relay Capability; and
 - 4.1.2. include adequate measures, in BT's reasonable opinion, to protect confidentiality of communications between End-Users, the Approved Provider's BSL interpreters and the Emergency Organisations, (the "**Service**").
- 4.2. For the purposes of paragraph 4.1, BT shall not be obliged to contract with more than one Approved Provider.
- 4.3. BT will not be liable if it fails to do something it is supposed to under this Agreement to the extent BT's failure is due to:
 - 4.3.1. your failure to carry out any of your responsibilities under the Agreement, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
 - 4.3.2. anyone other than BT, BT's Affiliates, subcontractors or suppliers 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
 - 4.3.3. restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

5. REGULATED PROVIDER'S OBLIGATIONS

- 5.1. The Regulated Provider is responsible for its own compliance with the Emergency Video Relay Regulation.
- 5.2. The Regulated Provider will:
 - 5.2.1. provide BT with the contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with the Regulated Provider's authority;
 - 5.2.2. provide BT with any information reasonably required, without undue delay, and will make sure the information is accurate and complete;
 - 5.2.3. complete any preparation activities that BT may request to enable the Regulated Provider to receive the Service promptly and in accordance with any reasonable timescales;
 - 5.2.4. cooperate with BT and comply with any reasonable requests BT makes to help it provide the Services; and
 - 5.2.5. comply with Applicable Law, the Acceptable Use Policy and Compliance Obligations, and make sure that its Users do as well;
- 5.3. If you do not comply with the Acceptable Use Policy or Compliance Obligations then BT may terminate this Agreement without notice and you will be liable for any Claims, losses, costs or Liabilities

that BT incurs as a result.

- 5.4. 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.

6. CHARGING

- 6.1. Subject to Clause 6.2, BT agrees to provide the Service in accordance with the terms of this Agreement in consideration of the payment by the Regulated Provider to BT of the sum of one pound (£1), the receipt of which is acknowledged by BT.
- 6.2. BT reserves the right to apply additional charges for the Service at any time. Any additional charges will be notified to the Regulated Provider in accordance with Clause 7.1.
- 6.3. If BT applies additional charges pursuant to Clause 6.2, BT will invoice you, and you will pay BT, in pounds sterling. BT will notify you of the invoice via email.
- 6.4. 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.
- 6.5. BT may reduce the number of days within which you will pay each invoice from 28 days to five days, where:
 - 6.5.1. you issue a profit warning; or
 - 6.5.2. any Credit Agency reduces your credit rating, and BT reasonably considers that this will affect your ability to pay invoices.
- 6.6. If you make a payment covering more than one invoice:
 - 6.6.1. you will tell BT which amounts to apply to which invoices; and
 - 6.6.2. if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.
- 6.7. Charges do not include any Transaction Taxes. If BT sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to you, and that service providers normally pass on to their customers. BT will not charge any Transaction Taxes on Services where you have already given BT a valid tax exemption certificate.
- 6.8. You will make any deductions for Withholding Tax from your payments to BT that are required by Applicable Law and pay such sums to the relevant taxing authority within the period for payment permitted by Applicable Law.
- 6.9. If you deduct Withholding Tax from your payments to BT, you will:
 - 6.9.1. gross up your payments to BT so that the net amount BT receives is equal to the amount BT would have received had there been no deduction or withholding; or
 - 6.9.2. indemnify BT for the amounts you have deducted from your payments to BT.
- 6.10. If BT receives a Claim from a taxing authority alleging that it has not received Withholding Tax due on or in connection with payments from you to BT, you will indemnify BT for the amount of the Withholding Tax due together with any interest, fines and penalties relating to the late payment or non-payment of the Withholding Tax and any costs of defending the Claim against the taxing authority.
- 6.11. If you ask for any change to be made to the agreed billing arrangements for a Service, and that change results in additional Transaction Tax or Withholding Tax to BT or any BT Affiliates that they are unable to fully recover, then, regardless of what it may say elsewhere in this Agreement, BT may modify the charges to reflect the impact of the change and you will pay BT any additional amounts due.
- 6.12. If you do not pay an invoice by the date it is due, BT may:
 - 6.12.1. charge you 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
 - 6.12.2. restrict or suspend any Service as set out in Clause 12.6.
- 6.13. You will pay BT any reasonable costs that BT incurs when recovering any amount you owe BT, including debt collection agency and legal costs.

7. CHANGES

- 7.1. BT reserves the right to modify or amend this Agreement, including the charge applied for the Service, at any time, subject to five (5) Business Days advance notice by email to the Regulated Provider. Should the Regulated Provider disagree with any such modification, the Regulated Provider may terminate this Agreement pursuant to Clause 12 (*Termination*).

8. RELATIONSHIP OF THE PARTIES

- 8.1. The Parties understand that this Agreement does not create a partnership, franchise, joint venture, agency or alliance between the Regulated Provider and BT, and that each Party shall remain an independent contractor. Neither Party will have, nor represents that it has any power, right or authority to make or enter into any commitments for or on behalf of the other Party.

9. WARRANTIES

- 9.1. The Regulated Provider warrants and represents that it is not party to a standard interconnect agreement or IP exchange service agreement with BT.
- 9.2. The Regulated Provider confirms that it is not receiving access to Emergency Video Relay Capability through any alternative means (including, for example, through a mobile virtual network operator agreement) at the date of this Agreement.
- 9.3. The Service is made available by BT "as is" without any representation or warranty of any kind, whether express, implied, statutory, or otherwise.

10. INDEMNITIES

- 10.1. Without prejudice to any other rights or remedies available to BT, the Regulated Provider indemnifies BT against all Liabilities arising out of or in connection with any breach by the Regulated Provider of any of the terms of this Agreement.
- 10.2. If a claim under Clause 10.1 is brought by a third party against BT, BT will notify the Regulated Provider promptly in writing of any such claim and subject to BT being reasonably satisfied with the Regulated Provider's conduct of the defence to such claim:
- 10.2.1. The Regulated Provider will indemnify BT in relation to such claim at the Regulated Provider's expense, such litigation and negotiations for a settlement of the claim; and
- 10.2.2. BT will at the request and expense of the Regulated Provider, provide the Regulated Provider with all assistance as reasonably required by the Regulated Provider in support of any such defence or action, provided always that the Regulated Provider will not admit or settle any such claim without the prior written consent of BT.
- 10.3. Where the Regulated Provider assumes the defence of the claim set out in Clause 10.2 above, the Regulated Provider will:
- 10.3.1. promptly and in any event within a period of ten (10) Business Days, notify BT that it has assumed such defence;
- 10.3.2. at all times have regard for the interests and reputation of BT; and
- 10.3.3. consult and keep BT regularly informed and updated in relation to any negotiations, settlement or litigation.
- 10.4. If the Regulated Provider does not assume the defence of the claim, BT may defend the claim in such manner as it may deem appropriate without the need to consult with the Regulated Provider or seek its written consent to any step taken, and the Regulated Provider will indemnify BT in relation to such claim regardless.

11. LIMITATION OF LIABILITY**Excluded Loss**

- 11.1. Subject to Clause 11.3 (*Exceptions*), neither Party will be liable under or in connection with the Agreement, and whether in contract, in tort (including negligence or breach or statutory duty) or otherwise, for:
- 11.1.1. loss of profit, revenue or anticipated savings;
- 11.1.2. loss of business or contracts;
- 11.1.3. loss of goodwill;
- 11.1.4. loss from wasted expenditure, wasted time, or business interruption;
- 11.1.5. loss, destruction or corruption of data;
- 11.1.6. liability to any third parties unless a Clause in the Agreement says something different; and
- 11.1.7. any special, indirect or consequential loss or damage.

Limitation of Liability

- 11.2. Subject to Clauses 11.1 (*Excluded Loss*) and 11.3 (*Exceptions*) and to the maximum extent permitted by law, the aggregate liability including for all Liabilities, whether in contract, in tort (including negligence or breach or statutory duty) or otherwise, of each Party under or in connection with the Agreement will be limited to £10,000.

Exceptions

- 11.3. Nothing in the Agreement will exclude or in any way limit:
- 11.3.1. the Regulated Provider's liability under the indemnities set out in Clause 10 (Indemnities);
 - 11.3.2. death or personal injury caused by either Party's own negligence;
 - 11.3.3. fraud or fraudulent misrepresentation;
 - 11.3.4. any other liability of either Party that cannot be excluded or limited under Applicable Law.

12. TERMINATION

- 12.1. Either Party may at any time on written notice terminate the Agreement immediately if:
- 12.1.1. the other Party commits a material breach of the Agreement and such material breach is irremediable; or where such breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days after the issue of a written notice requiring it to do so;
 - 12.1.2. if the other Party is affected by an Insolvency Event.
- 12.2. BT may at any time on written notice terminate the Agreement immediately if:
- 12.2.1. the Regulated Provider is prevented from performing substantially all of its obligations by a Force Majeure Event for a continuous period of more than thirty (30) days;
 - 12.2.2. the Regulated Provider's ownership or control is materially changed to (in BT's reasonable opinion) BT's detriment.
- 12.3. Each Party may terminate this Agreement for convenience at any time upon thirty (30) days written notice by email to the other.
- 12.4. Expiry or termination of the Agreement will not affect or relieve a Party's accrued rights and obligations at the time of expiry or termination.
- 12.5. If either Party terminates this Agreement for any reason pursuant to this Clause 12 then notwithstanding any other terms of this Agreement, the other Party may inform Ofcom and / or the Approved Provider that the Regulated Provider is no longer receiving the Service pursuant to this Agreement.
- 12.6. BT may restrict or suspend any Service:
- 12.6.1. to implement a change under Clause 7;
 - 12.6.2. if you do not pay BT on time; and
 - 12.6.3. if BT reasonably believes:
 - 12.6.3.1. you have not complied with the Acceptable Use Policy or Compliance Obligations; or
 - 12.6.3.2. it needs to in order to protect the integrity or security of the BT Network.
- 12.7. If BT restricts or suspends a Service because of the reasons in Clauses 12.6.2 or 12.6.3:
- 12.7.1. you will still have to pay the charges that are payable for the Service until the Service ends; and
 - 12.7.2. BT may apply a charge to start the Service again.
- 12.8. If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Agreement or came after it.
- 13.2. If BT provides you with Software so you can use a Service, BT gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Schedule. As well as any terms of the Agreement, you 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 will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or 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.

14. DATA PROTECTION

In this Agreement, 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".

- 14.1. Whether or not any other provision in the Agreement may say something different, for BT to provide a Service, Personal Data may be:
 - 14.1.1. used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
 - 14.1.2. transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Agreement 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:
 - 14.1.2.1. BT Group's Binding Corporate Rules (for transfers among BT's Affiliates); and
 - 14.1.2.2. agreements incorporating the relevant standard data protection clauses adopted by the European Commission.
- 14.2. BT will be either Controller, Processor or both under the Agreement depending on the type of Personal Data Processed and the purpose of the Processing.
- 14.3. If BT acts as a Controller:
 - 14.3.1. 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:
 - 14.3.1.1. administer, track and fulfil orders for the Services;
 - 14.3.1.2. implement the Services;
 - 14.3.1.3. manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
 - 14.3.1.4. manage, track and resolve incidents with the Service;
 - 14.3.1.5. administer access to online portals relating to the Service;
 - 14.3.1.6. compile, dispatch and manage the payment of invoices;
 - 14.3.1.7. manage the Agreement and resolve any disputes relating to it;
 - 14.3.1.8. respond to general queries relating to the Services or Agreement; or
 - 14.3.1.9. comply with Applicable Law;
 - 14.3.2. 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
 - 14.3.3. 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.
- 14.4. If BT acts as a Processor:
 - 14.4.1. 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;
 - 14.4.2. in order to perform its obligations under the Agreement, BT will:
 - 14.4.2.1. Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 14.4.11, except where:
 - a) 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;
 - b) in BT's reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with Clause 14.4.11 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;
 - 14.4.2.2. to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;
 - 14.4.2.3. provide Notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
 - 14.4.2.4. only use the Sub-Processors approved by you by entering into the Agreement or in accordance with Clause 14.4.9; and

- 14.4.2.5. 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:
- a) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
 - b) the security of the Processing of the Customer Personal Data;
 - c) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
 - d) 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 14.4.2.5(c) 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 14.5.2.2;
- 14.4.3. unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Agreement 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;
- 14.4.4. BT will make available to you the information demonstrating BT's compliance with its obligations set out in Clause 14.4, 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), so long as:
- 14.4.4.1. the audit will:
 - 14.4.4.2. not disrupt BT's business;
 - a) be conducted during Business Days;
 - b) not interfere with the interests of BT's other customers;
 - c) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - d) not exceed a period of two successive Business Days;
 - 14.4.4.3. you (or your third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
 - 14.4.4.4. 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 14.4, those of its Sub-Processors.
- 14.4.5. BT may demonstrate its compliance with its obligations set out in Clause 14.4 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);
- 14.4.6. BT will not disclose Customer Personal Data to a third party unless required for the performance of the Services, permitted under the Agreement or otherwise required by Applicable Law;
- 14.4.7. BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 14.4.8. BT may use Sub-Processors in accordance and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 14.4 will be imposed on any Sub-Processors;
- 14.4.9. BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:
- 14.4.9.1. 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,
 - 14.4.9.2. giving you Notice in accordance with Clause 16 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 14.5.9.1 or 14.5.9.2, you will be deemed to have authorised the use of the new Sub-Processors;
- 14.4.10. you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 16 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 14.5.9, we will both address your objection and BT may use the relevant Sub-Processor to provide the Services until the objection is resolved;

14.4.11. the Agreement 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 Agreement to take account of any resulting change in the charges or the Service;

14.4.12. you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Services by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and

14.4.13. you will only disclose to BT the Personal Data that BT requires to perform the Services.

14.5. If permitted by Applicable Law:

14.5.1. a party in breach of the Data Protection Legislation or this Clause 14 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

14.5.2. 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.

14.6. 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. CONFIDENTIALITY

15.1. Subject to Clause 12.5, we will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:

15.1.1. to meet our responsibilities or to receive any benefit under the Agreement, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know; or

15.1.2. because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.

15.2. The party disclosing the Confidential Information in accordance with Clause 15.1.1 will ensure that the people receiving it comply with this Clause **Error! Reference source not found.5.**

15.3. Each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.

15.4. This Clause **Error! Reference source not found.** will stay in place for a period of three years following the end of this Contract.

16. NOTICES

16.1. Any notices given under the Agreement will be in writing, in English and delivered by hand, prepaid first-class post, recorded delivery, courier or email to the receiving Party's Customer Contact.

16.2. A notice given under the Agreement is deemed to have been duly received on the date (or if that date is not a Business Day, then on the next Business Day) that:

16.2.1. where a notice is sent by email, receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or manual acknowledgement from the recipient;

16.2.2. the notice is left at the address and a delivery receipt is signed on behalf of the addressee if delivered by hand or by courier; or

16.2.3. is three (3) days after posting if the notice is sent by prepaid first-class post or recorded delivery.

16.3. Any notices in relation to legal proceedings or proposed legal proceedings may not be delivered by email.

17. GENERAL

17.1. The Regulated Provider may not assign the benefit of the Agreement (or any part of it) to any third party without the prior written consent of BT.

17.2. No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise of any right or remedy under this Agreement.

- 17.3. If any provision of this Agreement is held to be invalid, illegal or unenforceable (the "**Invalid Provision**"), the remaining provisions shall be unimpaired, and the Parties will in good faith negotiate a substitute provision for the Invalid Provision which as closely as possible meets its intent while at the same time being valid, legal and enforceable.
- 17.4. At the end of the Agreement, provisions in the Agreement that we both expect to remain in place after it ends will stay in place.
- 17.5. The Agreement constitutes the whole agreement between the Parties with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them.
- 17.6. Each Party acknowledges that, in entering into the Agreement, it has not relied on any representation, warranty, collateral contract or other assurance, other than those set out in the Agreement and waives all rights and remedies that, but for this Clause 17.6 might otherwise be available to it in respect of any such reliance. Nothing in the Agreement will operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 17.7. The Agreement is governed by and construed in accordance with the laws of England and Wales.
- 17.8. The Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). However, nothing in this Agreement shall prevent either Party from applying to any other court for injunctive relief or for specific performance or for the enforcement or execution of any judgement or court order.