



# Domain name Terms & conditions

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This Service Schedule is in addition to the General Conditions for BT Business Services (as set out at the end of this document) and forms part of this Contract for Domain Names from BT (the "Service").

## 1. SERVICE DESCRIPTION

1.1 The Service provides the domain names services as described at <http://www.btbroadbandoffice.com/domains-and-web-hosting/domains> and will be provided to the Customer at the Site.

1.2 In addition to these terms and conditions the Customer will be bound by the terms and conditions of the registry responsible for providing the domain names:

a) Generic domain names, including without limitation .com, .net, .org, .biz, .info, .name and .pro. The Customer acknowledges that it has read, understood and agrees to be bound by all terms and conditions of ICANN's Uniform Domain Name Dispute Resolution Policy (the "UDRP"), as amended from time to time, which is hereby incorporated and made a part of this Contract by reference for all gTLD domain name registrations or renewals.

b) .eu domain names at [http://www.eurid.eu/en/shared/documents/file\\_folder.2005-10-25.5121442941/terms\\_and\\_conditions\\_en.pdf](http://www.eurid.eu/en/shared/documents/file_folder.2005-10-25.5121442941/terms_and_conditions_en.pdf)

c) .mobi domain names at [www.mtld.mobi](http://www.mtld.mobi)

1.3 The service may be ordered by telephone or online at [www2.btbroadbandoffice.com](http://www2.btbroadbandoffice.com), in which case these terms and conditions apply from this point.

1.4 BT shall forward the Customer's requested domain name to the appropriate registry, which shall become effective only on acceptance and activation by the registry and on payment to BT of the appropriate charges. BT does not guarantee that a domain name can or will be accepted by the registry and is not responsible for any inaccuracies or errors in the domain name registration or renewal process.

1.5 In the event that BT is unable to take payment for any reason, the domain name will not be registered to the Customer. BT and the registry may make the domain name available to any third party as if no such registration had been requested by the Customer.

## 2. RESPONSIBILITIES OF BT & THE CUSTOMER

2.1 All domain names are initially directed to a BT webpage until such time as the domain administrator redirects the domain. The BT webpage may be modified automatically by BT at any time and which may contain marketing information and links to other products and services from both BT and from third parties. BT cannot be held liable for the content of any third party.

2.2 The Customer must nominate two contacts during registration:

(a) a contact from whom BT is authorised to take instructions regarding the domain name, including termination or renewal of the domain name; and

(b) an administrative contact to which BT will direct notices.

2.3 The Customer will need its BT Business username and password to order and manage domain names through [www2.btbroadbandoffice.com](http://www2.btbroadbandoffice.com).

2.4 The Customer acknowledges and agrees that BT shall 'transfer lock' the domain name to prevent unauthorised transfers. To unlock the domain name, the Customer must contact the BT domain name helpdesk via online forms available at [www2.btbroadbandoffice.com](http://www2.btbroadbandoffice.com).

2.5 The Service can be used to forward visitors to the domain name to another website designated by and registered to the Customer. The Customer must not forward a domain name to an invalid domain name, to a website controlled by a third party and must not forward a domain name not registered to the Customer.



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2.6 The Customer cannot transfer a domain name to another domain name registrar within 60 days of registration with BT.

2.7 The Customer warrants that the registration of the domain name will not infringe the rights of any third party.

2.8 The Customer will indemnify BT, and the applicable registry, against any claims or legal proceedings which are brought or threatened against BT or the applicable registry by a third party as a result of the Customer's use of the service, including but not limited to the application for, registration of, renewal of or failure to register or renew a particular domain name.

2.9 BT reserves the right to reject any registration or renewal of any domain name requested by the Customer at its sole discretion.

## **Renewal & Transfer**

2.10 At the end of the 2 year minimum period of the domain name (or such other period as BT shall agree at order placement) domain names will be automatically renewed 45 days prior to expiry, for such further term as BT shall agree, using the original payment method if able, and subject to the BT's terms and conditions at the time of renewal and acceptance by the applicable domain name registry.

2.11 In the event that BT is unable to take payment for any reason, the domain name will not be renewed and BT will have the right to terminate the Contract, forward the domain name to a BT website, disable the domain name and make the domain name available to a third party. The Customer, subject to BT's sole discretion and subject to the applicable registry granting BT the right, will have the ability to redeem the domain name from the intended renewal date for a period of 60 days. Redemption of the domain name may be subject to payment of additional charges at BT's sole discretion.

2.12 BT will use reasonable endeavours to notify the administrative contact of the Customer in advance of the renewal of any domain name by sending an email 60 and 45 days prior to renewal informing the Customer of the date of renewal and requesting up to date payment details where appropriate.

2.13 To avoid renewal of the domain name and BT taking payment for such renewal the Customer must access the Domain Name management screens available via [www2.btbroadbandoffice.com](http://www2.btbroadbandoffice.com) at least 45 days before expiry and opt out of renewal of that domain name. Failure to opt-out prior to 45 days before the renewal date will result in a non-refundable payment being taken by BT.

2.14 It is the Customer's responsibility to ensure that an up to date administrative contact email address is maintained.

2.15 BT accepts no liability for failure to place a domain name into redemption or to renew a domain name.

2.16 Upon request of a transfer of a domain name into BT, BT will pre-authenticate a renewal payment on the Customer's credit card until such time that the transfer to BT is completed or cancelled. Transfer requests not completed in 5 days will be automatically cancelled and no funds taken.

2.17 If a Customer has ordered the BT Domain Name Shield as part of the Service, this shall be renewed and the applicable payment taken at the same time as the domain name renewal.

## **3. Charges**

3.1 The Customer must pay the Charges for the Service that are set out at <http://www.btbroadbandoffice.com/domains-and-web-hosting/domains> at the time of ordering and renewing the Service. The Charges are part of these terms and conditions. BT reserves the right not to accept payment by cheque or cash.

3.2 All charges are non-refundable, in whole or in part, if prior to the end of the then current Service term the Service is either suspended, cancelled or transferred by BT due to the Customer's breach of the Contract, or if the domain name is transferred to another service provider by the Customer. BT reserves the right to change



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fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion, without prior notice to the Customer.

3.3 In the event that the Customer terminates the Contract due to BT changing this Contract in accordance with paragraph 5.1 of the Conditions to the Customer's significant disadvantage, BT shall refund to the Customer the pro-rata proportion of the Charges for the remainder of the outstanding minimum period.

## **4. Additional Conditions**

4.1 BT shall give notice to the Customer using the administrative contact email address nominated by the Customer. It is the Customer's responsibility to check the email addresses regularly.

4.2 All contact relating to the Service should be made by the Customer through the support pages on <http://www2.btbroadbandoffice.com>

4.3 In addition to BT's rights to suspend or terminate the Service as set out in Paragraph 6.5 of the Conditions BT may, in its sole discretion, suspend, cancel, transfer or modify a domain name registration as follows:

- (a) to correct mistakes made by BT, another registrar, or the applicable registry administrator,
- (b) to resolve a dispute related to that domain name,
- (c) within 30 days of the creation of that domain name registration,
- (d) in accordance with paragraph 6.5 of the Conditions

## **Security**

4.4 Where BT issues the Customer with a set of usernames and passwords, these are essential for the Customer's secure use of the Service and must be kept confidential, secure and only used in accordance with all relevant instructions.

4.5 To ensure that the Service remains secure, the Customer must not change or attempt to change a username.

4.6 If BT believes that there is likely to be a breach of security or misuse of the Service it may:-

- (a) change the Customer's password and notify the Customer that it has done this; and/or
- (b) suspend username and password access to the Service.

4.7 If the Customer believes that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, it must inform BT immediately.

## **General conditions for BT Business services**

### **1. COMMENCEMENT**

1.1 This Contract begins on either:

(a) the date the Customer receives BT's notification of its acceptance of the Customer's request for the Service; or

(b) the date that BT countersigns an Order Form signed by the Customer, and continues until terminated by the Customer or BT in accordance with this Contract.

1.2 The Service commences on the Service Start Date.

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

2.1 BT will use reasonable endeavours to provide the Service by the date agreed with the Customer, but all dates are estimates, unless the Service Schedule says otherwise.

## **Faults and Repair**



2.3 BT will use reasonable endeavours to provide uninterrupted Service, but from time to time faults may occur.

2.4 If the Customer reports a fault in the Service BT will repair the fault as soon as reasonably possible. If the Customer reports a fault and BT finds there is none or that the Customer has caused the fault, BT may apply a charge.

### **3. REGULATIONS AND USE OF THE SERVICE**

3.1 The Service must not be used:

- (a) in any way that is unlawful or in contravention of any licence, third person's rights or the BT Web Clicks Advertiser Policy located at [www.bt.com/btwebclicks](http://www.bt.com/btwebclicks); or
- (b) to cause annoyance, inconvenience or anxiety; or
- (c) to allow access to or use of any material which is offensive, abusive, indecent, defamatory, obscene or menacing; or
- (d) in any way which BT considers is or is likely to be detrimental to the provision of the Service to the Customer or service to any of BT's other customers; or

3.2 The Customer will comply with BT's reasonable instructions regarding the quality of the Service.

3.3 Occasionally, for operational reasons, BT may have to interrupt or suspend Service. BT will restore the Service as quickly as possible.

3.4 The Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of clause 3. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

3.5 BT monitors and records calls relating to customer services and telemarketing. BT does this for training purposes and to improve the quality of its customer services. BT also records all Calls to the 999 or 112 services.

### **4. CHARGES AND PAYMENTS**

4.1 Charges for the Service are shown in the Service Schedule and calculated using the details recorded by BT. The Customer agrees to pay all charges upon receipt of BT's bill. The Customer agrees that BT may submit bills for some of the charges in advance as specified in the Service Schedule.

4.2 If the Customer disputes any charge on a bill the Customer will within 7 days of the receipt of the bill notify BT in writing with all relevant information. Any disputes will be resolved promptly and the resolved amount, if any, is payable within 7 days.

4.3 BT will have the right to charge daily interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 for the period beginning on the date on which payment is due and ending on the date on which payment is made.

4.4 If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If BT instructs an agency, the Customer must pay BT an additional sum. This will not exceed the reasonable costs BT has to pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf. This paragraph applies even if this Contract has ended.

4.5 Unless otherwise provided in the Service Schedule, all charges are exclusive of VAT which is chargeable at the applicable rate.

4.6 BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

### **5. CHANGING THIS CONTRACT**



5.1 BT may change this Contract on 28 days prior notice to the Customer published at [www.bt.com/btwebclicks](http://www.bt.com/btwebclicks) or as otherwise stated in the Service Schedule.

## **6. ENDING THIS CONTRACT**

6.1 The Customer may cancel this Contract or any part of the Service at any time before BT provides the Service. The Customer will pay BT's reasonable costs incurred in getting ready to provide the Service.

6.2 This Contract may be ended by:

- (a) the Customer on one month's written notice to BT; or
- (b) BT on one month's written notice to the Customer.

6.3 If the Customer or BT ends this Contract during the Minimum Period the Customer will pay BT the early termination charges set out in the Service Schedule. This clause will not apply if: #

- (a) the Customer ends this Contract during the Minimum Period because BT is in material breach of this Contract; or
- (b) the Customer ends this Contract because BT increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage;
- (c) BT ends this Contract during the Minimum Period for convenience; or
- (d) this Contract ends because either clause 8.5 or 9.1(c) applies.

6.4 The Customer may end this Contract if:

- (a) BT materially breaches this Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
- (b) insolvency proceedings are brought against BT or BT makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of BT's assets or BT goes into liquidation or a corresponding event under Scottish Law.

6.5 BT may suspend the Service or end this Contract, or both, at any time without notice if:

- (a) the Customer breaches this Contract or any other Contract that the Customer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so; or
- (b) BT reasonably believes that the Service is being used in a way forbidden by clause 3. This applies even if the Customer is unaware that the Service is being used in such a way; or
- (c) bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgement of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer's assets or the Customer goes into liquidation or a corresponding event under Scottish Law. The Customer will continue to pay the charges during any period of suspension.

6.6 If this Contract ends BT will refund any money owed to the Customer after first deducting any money due to BT under this Contract or any other contract that BT has with the Customer.

## **7. LIMITATION OF LIABILITY**

7.1 BT accepts liability as set out in clause 7. BT does not guarantee that the Service will be fault-free.

7.2 Neither the Customer nor BT excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.

7.3 Unless otherwise expressly stated in this Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other similar direct loss which may arise in relation to this Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.



7.4 Unless otherwise expressly stated in this Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to this Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.

7.5 Subject to clauses 7.3 and 7.4, the Customer and BT accept liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss limited to the charge payable by the Customer for the Service in any 3 month period for all other loss or damage arising from any one incident or series of connected incidents and the annual charge payable by the Customer for the Service for all incidents in any period of 12 consecutive months.

7.6 Clause 7 will not apply to any obligation to pay charges or to clauses 3.4 and 8.4.

7.7 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.

## **8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

### **Intellectual Property**

8.1 Except as expressly set out in this Contract, the Customer and BT do not acquire any rights or licences to the other's Intellectual Property Rights.

8.2 If software, documentation or manuals are provided to enable the Customer to receive and use the Service, BT grants the Customer, for the duration of this Contract, a non-exclusive, non-transferable licence to use such software, documentation or manuals for the Customer's own use. Unless otherwise agreed in writing, any licence granted by BT under this clause 8.2 will terminate when this Contract is terminated.

8.3 Except as permitted by applicable law or as expressly permitted under this Contract the Customer must not, without BT's prior written consent, copy, de-compile or modify any software, copy manuals or documentation or permit anyone else to do so.

8.4 BT will indemnify the Customer against all claims and proceedings arising from infringement of any third person's Intellectual Property Rights by the provision of the Service to the Customer. This indemnity does not apply to claims or proceedings arising from:

- (a) the use of the Service in conjunction with any equipment, software or any other service not supplied by BT; or
- (b) any modification which was not made by BT or with BT's prior written consent; or
- (c) designs or specifications supplied by the Customer; or
- (d) the use of the Service other than in accordance with the terms of this Contract.

8.5 If the Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights BT, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service so that it is no longer infringing, provided that the modification or replacement does not materially affect the performance of the Service. If the indemnity in clause 8.4 applies and none of the remedies in this clause is available to BT on reasonable terms, BT may notify the Customer and terminate the Service without liability to the Customer.

### **Confidentiality**

8.6 Except to the extent any disclosure is required by law BT and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with this Contract. The Customer and BT will not, without the consent of the other, disclose such information to any person other than:





- (i) their Group Company employees or professional advisers who need the information in order for the Customer or BT to fulfil its obligations under this Contract; or
- (ii) in the case of the Customer, its Users to the extent that they are required to use or access the Service; or
- (iii) in the case of BT, the employees or professional advisers of its suppliers who need the information in order for BT to fulfil its obligations under this Contract.

8.7 Information will not be treated as confidential if it is:

- (a) in the public domain other than in breach of this Contract; or
- (b) lawfully in the possession of the Customer or BT before disclosure has taken place; or
- (c) obtained from a third person who is free to disclose it; or
- (d) replicated independently by someone without access or knowledge of the Information.

## **9. GENERAL TERMS**

### **Matters Beyond Reasonable Control**

9.1 (a) If the Customer or BT is unable to perform, or is delayed in performing, any obligation under this Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.

(b) BT will not be liable for failure to or delay in supplying the Service if:

- (i) another supplier delays or refuses the supply of a telecommunications service to BT and no alternative service is available at reasonable cost; or
  - (ii) legal or regulatory restrictions are imposed that prevent BT from supplying the Service.
- (c) If any of the events detailed in clauses 9.1(a) or 9.1(b) continue for more than one month the Customer or BT may terminate this Contract in whole or part by written notice to the other.

### **Escalation and Dispute Resolution**

9.2 (a) Any dispute must be raised in writing with the Customer's or BT's representative as appropriate. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

(i) a dispute which has not been resolved by the Customer's or BT's representative within seven days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and

(ii) if the dispute is not resolved at the first level within seven days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other. The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

(b) If the dispute is not resolved after the procedures detailed in clause 9.2(a) have been followed then, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Centre for Dispute Resolution (CEDR). If the dispute is referred to a mediator:-

(i) the mediator will be appointed by agreement of the Customer and BT. If the Customer and BT fail to agree within seven days of a proposal by one party, the mediator will be appointed by CEDR; and

(ii) all negotiations on the dispute and any agreement reached will be kept confidential.

(c) Nothing in this clause 9.2 shall prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of this Contract.

### **Transfer of Rights and Obligations**

9.3 The Customer and BT may not transfer any of their rights or obligations under this Contract without the written consent of the other, except that:

(a) The Customer may transfer its rights or obligations or both to a Group Company with the written consent of BT, such consent not to be unreasonably withheld or delayed; and

(b) BT may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.



### **Severability**

9.4 If any term of this Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if this Contract had been made without the invalid, illegal or unenforceable terms.

### **Survival**

9.5 Clauses 8.6 and 8.7 will survive the termination or expiry of this Contract for two years.

### **Entire Agreement**

9.6 (a) This Contract contains the entire agreement between the Customer and BT and replaces all previous written or oral agreements relating to its content.

(b) The Customer and BT agree that:

- (i) they have not been induced to enter into this Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
- (ii) in connection with this Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.

(c) The terms of clauses 9.6(a) and 9.6(b) will not affect the rights or remedies of the Customer and BT for any fraudulent misrepresentation.

### **Waiver**

9.7 A failure or delay by the Customer or BT to exercise any right or act upon a breach under this Contract will not be a waiver of that right or breach. If the Customer or BT waives a right or breach of this Contract, that waiver is limited to the particular right or breach.

### **Rights of Third Parties**

9.8 A person who is not the Customer or BT (including an employee, the officer, agent, representative or subcontractor of the Customer or BT) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of this Contract. This does not affect any right or remedy that exists or is available apart from that Act.

### **Notices**

9.9 Notices given under this Contract must be in writing and delivered to the following addresses:

- (a) to BT at the address shown on the bill or any address which BT provides to the Customer for this purpose;  
or
- (b) to the Customer at the address to which the Customer asks BT to send bills, the address of the Site or, if the Customer is a limited company, its registered office.

This clause does not apply to notices given under clauses 1.1 and 5.1.

### **Law and Jurisdiction**

9.10 This Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts. **Data Protection**

9.11 The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with this Contract. The Customer and BT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

### **Customer's Instructions**





9.12 BT may take instructions from a person whom it thinks, with good reason, is acting with the Customer's permission.

## **10 DEFINITIONS**

10.1 In this Contract the following terms have the meanings shown next to them:

**BT**  
British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000

**Conditions**  
These Conditions for BT Business Communications Service

**Contract**  
This agreement for the provision of the Service between BT and the Customer.

**Customer** The person with whom BT contracts to provide the Service

**Group Company**  
A subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989

**Intellectual Property Rights**  
Any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs

**Minimum Period**  
The first twelve months of the Service or any other period stated in the Service Schedule or the order/registration form, measured from the Service Start Date

**Order Form**  
The form used by BT to record the Customer's request for the Service.

**Service**  
The service specified in the Service Schedule

**Service Schedule**  
The schedule to this Contract

**Service Start Date**  
The date on which the Service or part of the Service is first made available to the Customer, or the date on which the Customer first uses the Service or part of the Service, whichever occurs first