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THE SERVICE WE PROVIDE

1. What the Service is

1.1 The Service is a mobile wireless communications service which includes:

- (a) the ability to make and receive voice calls;
- (b) the ability to send and receive information (including messaging services such as SMS, Video Messaging or MMS or e-mail or accessing information from the Internet);
- (c) the ability to make and receive Video Calls; and
- (d) any other facilities that we agree to provide under this Agreement including Content.

The Service includes provision of a SIM Card and may include mobile phones and accessories. You need a mobile phone to receive the Service.

In order to make or receive a Video Call, both the caller and recipient must have a 3G SIM Card, a video enabled mobile phone and be in a 3G coverage area during a Video Call.

A Video Call will terminate if the caller or recipient leave a 3G coverage area. Coverage area maps are available on www.bt.com or any other website that may replace it.

1.2 We will provide you with the Service on the terms of this Agreement.

1.3 We will do our best to provide the Service to you by any date we have agreed with you but we do not guarantee to do so and we have no liability for any failure to meet any date.

1.4 You are entitled to the quality of Service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care. Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control.

1.5 The Service is not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where Service is available.

1.6 We may use our discretion to refuse to provide any part of the Service to you (other than the making or receiving of calls).

2. When this Agreement and the Service begin

2.1 This Agreement begins on the day the Customer's application for Service is accepted by BT or the day both parties sign the Order Form (if any) and will continue for the Minimum Period and thereafter in accordance with the terms and conditions of this Agreement, unless and until terminated in accordance with paragraph 16.

2.2 Service begins on the Operational Service Date.

3. Things we may have to do

3.1 Occasionally we may have to:

- (a) alter the number of your mobile phone, or any other name, code or number associated with the Service;
- (b) temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for reasons of security;
- (c) bar certain numbers from the Service on a temporary or permanent basis in circumstances where it is necessary for us to do so; or
- (d) reduce the number and length of voice and text messages that can be left on your message service.

4. Monitoring calls and use of your information

4.1 We or our agents may occasionally monitor and record calls, emails and any other communications made to or by us (or our agents) relating to customer services and telemarketing. We do this for training purposes and, to improve the quality of our customer services, including complaint handling.

4.2 We will use the information we have about you and your use of the Service for marketing purposes. We need your consent to do this and will assume we have it unless you tell us otherwise by writing to the BT Customer Correspondence Centre, T.V.T.E, Gateshead, NE11 OZZ. Please include your mobile phone number in any correspondence.

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4.3 If you wish to make international calls or use international roaming we may need to provide your personal information to other companies which may be outside the EU. You should be aware that outside the EU standards of protection for personal information might be lower than that provided by the Data Protection Act 1998.

guidance.com/ as may be amended from time to time. The Acceptable Use Policies also specify actions we may take to ensure your compliance and by accepting these terms you authorise us to take such actions; or

(g) in a way that does not comply with any instructions provided by us.

WHAT YOU AGREE TO DO

5. Your use of the Service

5.1 We will allocate a number for use of your mobile phone on the Network. The number does not belong to you and may only be transferred to another service provider in certain circumstances. Please contact the BT Customer Service Centre for details.

5.2 If you wish to make international calls or use international roaming we may ask you to demonstrate a satisfactory billing history or to pay a deposit which may be used to offset the cost of those calls. If you use your mobile phone abroad you will be charged for incoming calls. International roaming calls may also take longer to be billed.

5.3 You must not use or permit any other person to use the Service:

- (a) fraudulently or in connection with a criminal offence;
- (b) to make calls or send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene, menacing, nuisance or a hoax ;
- (c) to cause annoyance, inconvenience or needless anxiety;
- (d) to spam or to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in any way which, in our opinion, is likely to be detrimental to the provision of the Service to you;
- (f) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies located at <http://www.abuse->

The action we can take if this happens is explained in paragraphs 9 and 16. If a claim is made against us because the Service is misused in this way you must reimburse us for any sums we have to pay.

5.4 You must not connect, continue connection or knowingly allow any third party to connect or continue the connection of any GSM Gateway to the Network:

5.5 You must comply with such security or other provisions in relation to international roaming as provided by us from time to time.

5.6 When we provide you with the Service it, and any associated software, is intended for your use only. Therefore, you must not re-sell, transfer, assign or sub-licence the Service (or any part of it) or the associated software to anyone else.

5.7 You must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them. You must tell us at the address we notify to you in writing, or by email if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Service or the Content. At our request you will immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

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6. Your general responsibilities

6.1 You agree to pay for the Charges for the Service in accordance with these Conditions and the Welcome Pack, or as we notify you from time to time.

6.2 You agree to use the Service in accordance with these Conditions and in the ways described in the Welcome Pack or other instructions we give you.

6.3 You also agree:

- (a) all factual information you provide to us is correct;
- (b) to take adequate precautions to prevent damage to or unauthorised use or theft of the SIM Card or mobile phone;
- (c) the SIM Card remains our property at all times; and
- (d) to inform the BT Customer Service Centre immediately by telephone if the SIM Card or mobile phone is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner.

6.4 If the SIM Card or mobile phone is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner you will be responsible for any Charges incurred until you have informed us.

6.5 Where we provide the Service for use by you with other applications, products, and services, we are not responsible for the performance of such applications, products and services.

6.6 Any other equipment or mobile phones you connect to or use with the Service must be approved for use on the Network by us. We may disconnect the Service if you use or allow a third party to use the Service with unapproved equipment or mobile phones.

7. Accessing the Internet using your mobile phone

7.1 The Service may enable you to access the Internet. The Internet is separate from the Service and use of the Internet is solely at your own risk and subject to all applicable laws.

7.2 We exclude, to the extent permitted by law, all liability of any kind in respect of any goods,

services, information, software or other materials you may obtain when using the Internet (including email). You are responsible for ensuring your equipment is adequately protected against viruses and/or unauthorised access.

7.3 As part of the Service we may provide you with Content. We may change the Content from time to time.

7.4 The Content can only be used for your own purposes and is protected by copyright, trademark and other intellectual property rights. You are not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content.

7.5 Although we take precautions, BT cannot guarantee the accuracy or completeness of the Content. Therefore, your use of the Content (for whatever purpose) is at your own risk.

7.6 Some of the Content will have its own terms and conditions. If you access this Content you will need to comply with those terms and conditions.

8. How you pay for Service

8.1 Call charges will start from the time you first use the Service and will be calculated using the details we record or which are recorded on our behalf. Monthly subscription charges will start from the Operational Service Date.

8.2 We will bill you monthly on the same date each month. Your first bill may cover a period of more than one month. You must pay your bill by the date stated on it.

8.3 We may charge daily interest on any 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. We may also charge a late payment fee instead of/ as well as interest.

8.4 Unless you have fully itemised billing the total amount for each type of call costing less than 40p will be included as a single item on your bill.

8.5 At our discretion we may apply a usage limit to your account (which we may alter by advising you) and we may suspend your Service if this

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limit is exceeded. As our billing system is not instantly updated each time you use the Service it is possible, especially when making international calls or using international roaming, to exceed your usage limit. You will be liable for all Charges incurred including any Charges exceeding your usage limit. You may be asked to pay any Charges incurred in excess of your usage limit before Service is reinstated.

- 8.6 We will require you to pay your Charges by direct debit or any other payment method we agree.
- 8.7 If you subscribe to an Inclusive Tariff for the Service the Inclusive Tariff will identify the period (if any) after the monthly bill period within which any unused Eligible Elements may be carried forward. Where the Inclusive Tariff does not allow Eligible Elements to be carried forward, then any unused Eligible Elements will be cancelled at the end of the monthly bill period.
- 8.8 Eligible Elements will be set against the Inclusive Tariff in the order in which the Eligible Elements are used. Where the Inclusive Tariff allows unused Eligible Elements to be carried forward, they will be used first in the next monthly bill period. Any Eligible Elements that are not used when this Agreement ends will be cancelled. No credit will be given.
- 8.9 Any adjustments to your bill for one month will be made in the bill for the following month.
- 8.10 Monthly charges incurred for periods of less than a month will be calculated on a pro rata basis.
- 8.11 Call charging rates that vary according to the time of day are billed according to the time of call initiation.
- 8.12 Calls are charged in one second increments rounded up to the nearest second and then up to the nearest penny.
- 8.13 All calls are subject to a minimum charge of 4.2p for voice and data calls.
- 8.14 In some cases you may need to pay a deposit or provide a guarantee as security for paying Charges.
- 8.15 If you do not pay your bill, we may instruct a debt-collection agency to collect payment on our behalf. If we do, you will have to pay us an

extra amount. This will not be more than the reasonable costs we have to pay the agency, who will add the amount to your debt on our behalf. This paragraph applies even if this Agreement with us has ended.

IF THINGS GO WRONG

9. When we may bar or disconnect the Service

- 9.1 At our discretion we can bar your mobile phone from making calls (other than to the emergency services) and disconnect it from the Network if:
- (a) any of the circumstances in paragraphs 5 or 6 above apply to you; or
 - (b) in the event of loss or theft of the SIM Card or mobile phone; or
 - (c) if we have reasonable cause to suspect fraudulent use of your SIM Card or mobile phone.
- 9.2 You must pay an unbarring charge and, if applicable, a re-connection charge if the Service is temporarily barred and/or your mobile phone is disconnected from the Network for the reasons stated in paragraph 9.1. If we have barred or disconnected the Service we will not re-provide it unless you do what you have agreed to do, or satisfy us that you will do so in future, or that the Service will not be used again in a way that is forbidden. We may require you to authorise a direct debit authority for the payment of such charges.
- 9.3 If we bar your mobile phone or disconnect it from the Network because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is ended by notice under paragraph 16.

10. Complaints

- 10.1 If you have any complaints please write to the BT Customer Correspondence Centre, T.V.T.E, Gateshead, NE11 OZZ and include your mobile number in any correspondence.

11. Resolving disputes

- 11.1 We will try to work through any dispute that you may have with us. However, if we cannot do this, you can refer the matter to any relevant dispute resolution service. You will find details of these, and of how to refer a

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dispute, set out in our Code of Practice for consumers and small businesses.

12. Limitation of Liability

- 12.1 Our duty is to exercise the reasonable skill and care of a competent mobile telecommunications service provider.
- 12.2 We accept unlimited liability for death or personal injury resulting from our own negligence. Paragraphs 12.3 and 12.4 do not apply to such liability.
- 12.3 We are not liable to you either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data.
- 12.4 If we are found liable to you our liability is limited to £3000 for any one incident or series of related incidents and to £6000 for all incidents in any period of 12 months.
- 12.5 Each provision of this paragraph 12 operates separately. If any part is found by a Court to be unreasonable or inapplicable the other parts will continue to apply.

13. Matters beyond our reasonable control

- 13.1 If either of us cannot do what we have promised in this Agreement because of something beyond our reasonable control such as, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or events beyond our reasonable control, then we will not be liable for this.
- 13.2 In the event of:
- (a) a refusal or delay by a third party to supply us with a mobile telecommunications service and where there is no alternative service available to us at reasonable cost; or
 - (b) the imposition of legal or regulatory restrictions which prevent us from supplying Service then we will have no liability to you for failing to do so.

CHANGING AND ENDING THIS AGREEMENT

14. Changing this Agreement

- 14.1 We may change this Agreement and the Charges at any time. If we increase the Charges for the elements of the Service you are using or change this Agreement to your disadvantage we will give you a minimum of 14 days notice by email or, in writing before the changes take place.
- 14.2 You must tell us promptly by calling the BT Customer Service Centre if you change your name and address or there are any changes to your bank account that may affect your payment of the Charges.

15. Transferring the Agreement

- 15.1 You cannot transfer or try to transfer this Agreement or any part of it to anyone else unless we give you our written permission. We can transfer our rights and obligations (or both) under this Agreement or any part of it to a BT Group Company without your permission.

16. When this Agreement ends

- 16.1 In addition to anything else we can do, we can suspend the Service or end the Agreement, or both, at any time if:
- (a) you fail to pay Charges when they are due, including any deposit we have asked for or if you break this Agreement in any other material way;
 - (b) you break any other agreement you have with us in a material way, including by failing to pay charges when they due;
 - (c) we have reasonable cause to believe that Service is being used in a way forbidden by paragraphs 5.3 and 5.4 even if you do not know that the Service is being used in such a way and, you do not correct the situation within 7 days of our request to do so; or
 - (d) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors or if, being a company, you go into either voluntary or compulsory liquidation or a receiver is appointed over your assets.

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- 16.2 This Agreement may be ended by either of us giving the other at least 30 days written notice. You must pay all Charges incurred during the Agreement.
- 16.3 If this Agreement is ended during the Minimum Period or a Minimum Term you must pay the outstanding monthly subscription charges up to the end of the Minimum Period and a Minimum Term. This does not apply if you end the Agreement for the reasons in paragraph 16.4.
- 16.4 You may end this Agreement at any time by giving us written notice if:
- (a) we break this Agreement in any way and we do not correct the situation within 7 days of your request to do so;
 - (b) we go into liquidation or a Receiver is appointed over our assets; or
 - (c) we increase any of the Charges for the elements of the Service you are using or change this Agreement to your significant disadvantage. In this situation paragraph 16.3 will not apply.
- 16.5 If you break this Agreement, and we choose to overlook it, we can still end it if you break this Agreement again and vice versa.

OTHER THINGS WE NEED TO TELL YOU

17. How to give notice

- 17.1 Any notice under this Agreement must be in writing and delivered by hand or sent by email or pre-paid post
- (a) to us at the BT Customer Correspondence Centre, T.V.T.E, Gateshead, NE11 OZZ;
 - (b) to you at the address stated in your application as your address or any other UK address you supply to us for this purpose.

18. Third Party Rights

- 18.1 Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

19. Law

- 19.1 This Agreement is governed by English law.

20. Explanations of certain words

“**3G**” means Universal Mobile Telecommunications System (UMTS) and is a network used for both voice and data services.

“**Agreement**” means in order of precedence, these Conditions, the Welcome Letter, the Welcome Pack, the Order Form (if any) and any other documents expressly incorporated into this Agreement.

“**BT Group Company**” means a BT subsidiary or holding company, including without limitation a holding company of BT, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985, as amended by the Companies Act 1989.

“**Charges**” means the charges for the Service(s).

“**Content**” means data, information, video, graphics, sound, music, photographs, pictures, marks, logos, names, words, phrases, hypertext links, software and any other materials (in whatever form) which may be available to you as part of the Service.

“**Eligible Elements**” means those data and/or voice minutes provided as part of an Inclusive Tariff for use with the Service. International roaming calls are excluded from Inclusive Tariff.

“**GSM Gateway**” means a single point of access to the Network from another network using SIM Cards provided by us.

“**Inclusive Tariff**” means a pricing package which includes the tariff data and/or voice minutes details.

“**Minimum Period**” means that period of time you agree with us for the provision of the Service beginning on the date we accept your application for Service or the date both parties sign the Order Form.

“**Minimum Term**” means the minimum duration for each connection to the Service beginning on the Operational Service Date and irrespective of the date of expiry of the Minimum Period.

“**MMS**” means Multi Media Messaging Service.

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“Network” means the mobile telecommunication system over which Service is provided.

“Operational Service Date” means the date from which you can use the Service.

“Rights” means copyright, trademark and other relevant proprietary and intellectual property rights relating to Content.

“Service” means the service, or where appropriate, part of the service we provide.

“SIM Card” means the card we provide as part of the Service.

“SMS” means Short Messaging Service.

“Video Call” means the ability for the caller and recipient to see and hear each other.

“Video Messaging” means the ability to send and receive a video clip.

“We” and **“us”** means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ registered in England No. 1800000.

“Welcome Letter” means the letter supplied with your SIM Card which includes the Charges.

“Welcome Pack” means the documentation supplied with your SIM Card which explains to you how to use the Service.

“You” means the customer we make this Agreement with. It includes a person who we reasonably believe is acting with the customer’s authority or knowledge.