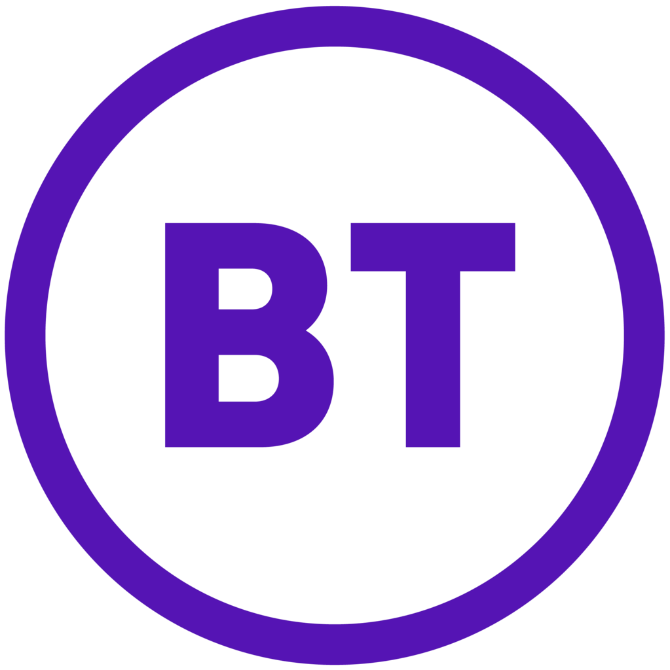
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| Standard IP Interconnect Agreement |



Contents

[1. DEFINITIONS AND INTERPRETATION 3](#_Toc83382888)

[2. COMMENCEMENT AND DURATION 3](#_Toc83382889)

[3. INTERCONNECTION AND STANDARDS 3](#_Toc83382890)

[4. INTEROPERABILITY TESTING 3](#_Toc83382891)

[5. SYSTEM CHANGES 4](#_Toc83382892)

[6. SCOPE 4](#_Toc83382893)

[7. QUALITY OF SERVICE AND WARRANTIES 4](#_Toc83382894)

[8. TRANSFER CHARGE CALLS 5](#_Toc83382895)

[9. NEW SERVICES 5](#_Toc83382896)

[10. FORECASTS AND CAPACITY 6](#_Toc83382897)

[11. PROVISION OF INFORMATION 6](#_Toc83382898)

[12. CLI 6](#_Toc83382899)

[13. BT SERVICES 7](#_Toc83382900)

[14. OPERATOR SERVICES 8](#_Toc83382901)

[15. CHARGES AND PAYMENT 10](#_Toc83382902)

[16. ARTIFICIAL INFLATION OF TRAFFIC 10](#_Toc83382903)

[17. CREDIT MANAGEMENT 11](#_Toc83382904)

[18. BILLING 11](#_Toc83382905)

[19. SYSTEM PROTECTION AND SAFETY 11](#_Toc83382906)

[20. NUMBERING 11](#_Toc83382907)

[21. REVIEW 11](#_Toc83382908)

[22. DETERMINATION 12](#_Toc83382909)

[23. CONFIDENTIALITY 12](#_Toc83382910)

[24. FORCE MAJEURE 13](#_Toc83382911)

[25. LIMITATION OF LIABILITY 14](#_Toc83382912)

[26. CONDUCT OF INDEMNIFIED EVENTS 14](#_Toc83382913)

[27. INTELLECTUAL PROPERTY RIGHTS 15](#_Toc83382914)

[28. ASSIGNMENT 16](#_Toc83382915)

[29. DISPUTES 16](#_Toc83382916)

[30. BREACH, SUSPENSION AND TERMINATION 17](#_Toc83382917)

[31. DATA PROTECTION 18](#_Toc83382918)

[32. NOTICES 22](#_Toc83382919)

[33. ENTIRE AGREEMENT 22](#_Toc83382920)

[34. VARIATIONS 22](#_Toc83382921)

[35. WAIVER 23](#_Toc83382922)

[36. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 23](#_Toc83382923)

[37. INDEPENDENT CONTRACTORS AND AGENCY 23](#_Toc83382924)

[38. SEVERABILITY 23](#_Toc83382925)

[39. GOVERNING LAW 23](#_Toc83382926)

**ANNEXES**:

ANNEX A: PLANNING AND OPERATIONS

ANNEX B: BILLING AND PAYMENT

ANNEX C: INDEX OF SCHEDULES

ANNEX D: DEFINITIONS

ANNEX E: ARTIFICIAL INFLATION OF TRAFFIC

ANNEX F: CREDIT MANAGEMENT

**THIS AGREEMENT** is made on the day of . **(See Contractual Documentation Signature Page)**

between

**[OPERATOR\_NAME]** registered in **[REGISTERED\_IN]** No. **[OPERATOR\_REGISTRATION\_NUMBER]** having its registered office at **[OPERATOR\_ADDRESS] (the “Operator”)**.

and

**BRITISH TELECOMMUNICATIONS PLC** registered in England No. 1800000 having its registered office at 1 Braham Street, London, United Kingdom, E1 8EE **(“BT”)**.

Whereas

1. The Operator provides a Public Electronic Communications Network.
2. BT provides a Public Electronic Communications Network.
3. The Parties have agreed to connect the Operator System to the BT System and to the supply of services and facilities, on the terms and conditions of this Agreement.

IT IS AGREED as follows:

## DEFINITIONS AND INTERPRETATION

* 1. In this Agreement, the words, terms and expressions shall have the meaning assigned to them in Annex D.
  2. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
  3. The headings in this Agreement are for convenience only and shall not affect its interpretation.
  4. The terms “Party” or “the Parties” shall mean BT and/or the Operator.
  5. Words importing singular include plural and vice-versa.
  6. All periods expressed in days shall mean calendar days unless specifically stated otherwise.
  7. All references to “clause” shall be to clauses and paragraphs of the Agreement, whereas reference to “paragraph” shall be to clauses and paragraphs of any and all Schedules and Annexes to the Agreement.

## COMMENCEMENT AND DURATION

* 1. This Agreement takes effect on the date of signature and shall continue until termination pursuant to this Agreement.
  2. In the event that either Party’s entitlement to provide all or a material part of its Public Electronic Communications Network is suspended by OFCOM, the Party whose entitlement is not so suspended may terminate the Agreement (or such part thereof as may be reasonable in the circumstances) without advance notice.
  3. Subject to clause 30 (Breach, Suspension and Termination), a Party may terminate this Agreement by giving at any time to the other not less than 12 months' written notice to terminate.
  4. After a notice has been given pursuant to clause 2.3, a Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.
  5. Following a request pursuant to clause 2.4, if, on termination of this Agreement either Party would be obliged under a Condition to enter into a new interconnection agreement with the other Party the Parties shall carry on good faith negotiations with a view to entering into a new agreement within a reasonable period, and in the case of clause 2.3 with a view to that agreement taking effect on termination of this Agreement.

## INTERCONNECTION AND STANDARDS

* 1. The Parties shall connect and keep connected the BT System and the Operator System in accordance with this Agreement.
  2. At design stage, the Parties will agree the technical specifications that will apply to the provision of Services pursuant to this Agreement, in line with the Technical Description.
  3. In the practical implementation of the specifications relating to the interconnection of the BT System and the Operator System, the Parties shall apply standards and operating guidelines which in the first instance have due regard to the following in the order of precedence specified below:
     1. Any legal requirements imposed upon each of them including requirements arising from General Condition A2; and
     2. Any relevant specification notified by OFCOM in implementation of the recommendations of the NICC.

## INTEROPERABILITY TESTING

* 1. It is a condition precedent of this Agreement that the Parties shall have conducted Interoperability Testing of the Operator’s Equipment, if it is required. For the avoidance of doubt, the conduct of Interoperability Testing does not oblige BT to provide Services to the Operator, and BT reserves its rights to terminate this Agreement immediately without penalty if the Operator’s Equipment is not Compatible, in BT’s reasonable opinion.
  2. The process for Interoperability Testing is set out in the Product Handbook.
  3. The Charge for Interoperability Testing is set out in Carrier Price List.
  4. The Parties will ensure that the required resource is available during the Interoperability Testing Slot to carry out Interoperability Testing. If through no fault of a Party, Interoperability Testing of the Operator Equipment is not carried out during the Interoperability Testing Slot, that Party may raise an Abortive Test Charge as set out in the Carrier Price List for each day or part thereof, if that Party is unable to carry out Interoperability Testing during the Interoperability Testing Slot.

## SYSTEM ALTERATION

5.1      The Parties must work together in good faith to accommodate any planning, design, build, test and migration activities associated with System Alterations.

5.2     A Party wishing to make a System Alteration shall give to the other Party not less than five months’ written notice prior to the date of the anticipated System Alteration. The notice shall specify the technical details of the System Alteration and the date of the anticipated System Alteration. Following such notification each Party shall supply to the other such information as the other may reasonably request including in the case of the Party giving the notice, to the extent reasonably practicable, the potential impact on the other Party’s System.

5.3      The Party receiving the notice pursuant to clause 5.2 shall notify the other Party, within one month after receipt of such notice, details of any alterations required to that Party's System as a result of the proposed System Alteration.

5.4     The Parties shall agree a plan within two months of receipt of notice under clause 5.3, to implement the System Alteration and both Parties shall carry out such alterations in accordance with the agreed plan.

5.5     Each Party shall pay its own costs arising out of the System Alteration.

5.6      If a Party makes a System Alteration it shall ensure that Calls handed over from the other Party are not prevented to any greater extent or hindered in any manner different from the generality of Calls made by the altering Party's Customers.

## SCOPE

* 1. The Parties shall convey Calls and provide the services and facilities pursuant to the Schedules.
  2. For the avoidance of doubt and notwithstanding the interconnection of the BT System and the Operator System neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Schedule.
  3. Neither Party shall be obliged to provide or be entitled to access Ancillary Services unless there is express provision for the particular Ancillary Service in a Schedule.

## QUALITY OF SERVICE AND WARRANTIES

* 1. Each Party shall provide to the other a reasonable level of service, and if a Party has been determined by OFCOM to have significant market power (SMP) in a market such SMP Party shall supply the quality of service which such SMP Party provides from time to time for comparable services and facilities in that SMP market, including provision to such SMP Party itself.
  2. Each Party gives the following warranties to the other Party (and the Parties agree the only remedy for a failure by the other Party to comply with one or more of these warranties will be damages and the other Party shall not rescind or terminate the Agreement or a relevant part thereof solely as a result of any such failure by the other Party):

(a) that it will provide the relevant service supplied under this Agreement in an efficient and timely manner and with the reasonable skill and care of a competent provider of the service;

(b) that it has the appropriate skills, experience and expertise to provide the relevant service provided under this Agreement;

(c) that the relevant service provided under this Agreement will comply with all relevant contractual specifications and contractual descriptions including without limitation those referred to in the applicable Schedule where relevant;

(d) that, (as it is technically impracticable to provide a fault free Service and neither Party undertakes to do so), insofar as it is reasonably possible, the relevant service supplied under this Agreement will be free from faults;

(e) that, notwithstanding any relevant service level agreement (including any maintenance levels which may be contained therein), it will take reasonable endeavours to restore a service to the contracted level of service as quickly as possible in the event of any failure;

(f) that any goods supplied to the other Party to this Agreement or used to provide the relevant service supplied under this Agreement (whether or not title is transferred) comply with all relevant contractual specifications and are safe, of satisfactory quality and fit for purpose.

## TRANSFER CHARGE CALLS

* 1. If the Operator offers telephone service on a telephone number commencing with the digits 01 or 02, and such other digits as may be notified in writing by BT from time to time, Transfer Charge Calls to such numbers handed over by the BT System to the Operator System shall be conveyed by the Operator System to such numbers and the Operator shall be liable for payment for such Calls.
  2. Transfer Charge Calls shall not be handed over by BT to the Operator to telephone numbers commencing with the digits 03 through 09, unless the Parties have agreed in advance in writing to the conveyance of such Calls.

## NEW SERVICES

**Add an existing service**

* 1. Either Party may, at any time, request from the other Party an agreement to interconnect their respective Systems for the provision of any service or facility which such other Party provides under interconnection agreements to Third Party Operators which is an agreement which such other Party is required to enter into under a Condition.  In such a case, the Parties shall enter into good faith negotiations to agree terms for interconnection of the Parties’ respective Systems for the provision of the service or facility on fair and reasonable terms.  Upon terms being agreed, this Agreement shall be amended to give effect to the agreed terms or, if appropriate, the Parties shall agree and enter into a new interconnection agreement.

**The development/launch of a new service**

* 1. If a Party requests from the other Party an agreement for interconnection for the provision of a service or facility which is not made available by such other Party, the Parties shall proceed in accordance with the New Services Manual.
     1. BT shall consult appropriately with the industry on any proposed changes to the Guidelines for Requesting a New Product section of the New Services Manual. Following such consultation, BT shall give the industry not less than one month’s notice of changes by making such changes available on the BT website and by bringing them to the attention of the industry in writing.

## FORECASTS AND CAPACITY

* 1. The Parties shall supply forecasts in accordance with Annex A and as may be required in a Schedule.
  2. The Parties shall order and provide Capacity in accordance with Annex A and as may be required in a Schedule.

## PROVISION OF INFORMATION

* 1. Each Party shall provide free of charge, one copy of the information specified in clause 11.3 of the main body of this Agreement and in clauses 3, 6 and 11 of Annex A, and such other information as is reasonably required from time to time by the other Party for interconnection of the Systems and the provision of services or facilities pursuant to this Agreement.
  2. Each Party shall promptly supply to the other upon request details of services and facilities which it provides to its Customers to which clause 9 (New Services) may apply.
  3. Subject to a Party's obligations of confidentiality to a Third Party, a Party may request and the other Party shall provide information on protocols in use by that other Party which are required for interconnection, conveyance of Calls or the provision of services specified in this Agreement between the BT System and the Operator System if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence of international standards.
  4. Notwithstanding any provision of this Agreement a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure.
  5. The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
  6. If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
  7. Subject to the limitation of liability set out in clause 25, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with the reasonable conditions imposed and identified at the time when the information was provided.
  8. Nothing in this Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Data Protection Legislation or a Condition as appropriate or any code of practice on the confidentiality of customer information issued by OFCOM.
  9. Nothing in this Agreement shall prevent the furnishing of traffic data (as defined in the Privacy Regulations) to a person who is a competent authority for the purposes of any provision relating to the settlement of disputes (by way of legal proceedings or otherwise) in, or made by virtue of, any enactment.

## CLI

* 1. The originating System shall generate and convey CLI to the terminating System to the extent that the originating System has such a capability.
  2. A Party whose System receives CLI pursuant to clause 12.1 shall only use the CLI for the following purposes:
     1. the management of traffic;
     2. the management of billing;
     3. to the extent that it relates to the management of traffic or billing agreed administrative use in accordance with accepted industry practice from time to time (which includes, at the date of this Agreement, Call trace, malicious Call identification) and in anonymised form the compilation of statistics relating to Call origin; and
     4. display to Customers subject to compliance with the CLI Guidelines;
     5. activities relating to Customer enquiries; and
     6. prevention and detection of fraud.
  3. A Party conveying Calls handed over from a Third Party System shall subject to law and the CLI Guidelines convey, the CLI associated with those Calls.
  4. Notwithstanding any other provision of this Agreement and any preference expressed by a calling user or subscriber, a Party may present the identity of the calling line when an Emergency Call is made and use CLI to pass telephone numbers to Emergency Organisations.
  5. If there is a change in law or regulation relating to CLI, the Parties shall change the operation of CLI to the extent necessary to comply with the Applicable Law or regulation.

## BT SERVICES

* 1. For a BT Service or facility the Operator shall pay to BT the charges specified from time to time in the Carrier Price List.
  2. BT may from time to time vary the charge for a BT Service or facility. Such new charge shall, unless a different period is expressly specified in a Schedule, take effect on the Effective Date, being a date;
     1. not less than 56 calendar days after notification, BT will issue either an Access Charge Change Notice (“ACCN”) or Network Charge Change Notice (“NCCN”) to notify Operators of the variation; or
     2. not less than 42 calendar days after the date of publication in the Carrier Price List in all other cases.
  3. Where the charge to be varied in accordance with clause 13.2 relates to a Non-Geographic Code service charge (excluding 118 directory enquiry services), the Effective Date will be the first calendar day of the month following the relevant number of days set out in clause 13.2.
  4. As provided for in clause 13.2 where there is a variation of the charge for a BT Service or facility, this new charge will be published in the Carrier Price list. Such new charge shall take effect on the Effective Date, that being a date not less than 42 calendar days after the date of such publication, unless a different period is expressly specified in a Schedule.
  5. Notwithstanding the provisions of clause 13.2, BT may vary the charge which has retrospective effect for a BT Service or facility by publication in the Carrier Price List if the variation is as a result of an order, direction, determination or requirement of OFCOM or any other regulatory authority or body of competent jurisdiction, including where such order, direction, determination or requirement causes a variation of a charge which has retrospective effect payable by or to BT in respect of any Third Party Operator or an Authorised Overseas System*.*
  6. The date of publication in the Carrier Price List shall be the date that BT first makes the contents of the Carrier Price List available on the Internet or commences e-mail distribution, or distribution via SDEDS, of the Carrier Price List containing the relevant entries to persons other than BT including, without limitation the Operator, whichever is earlier.
  7. As soon as reasonably practicable following an order, direction, determination or consent (for the purposes of this clause 13 a “determination” which expression includes a re-determination referred to in clause 13.8) by OFCOM of a charge (or the means of calculating that charge) for a BT Service or facility, BT shall make any necessary alterations to the Carrier Price List so that it accords with such determination.
  8. If a determination referred to in clause 13.7 is subject to a legal challenge, the Parties shall, without prejudice, treat the determination as valid until the conclusion of the legal proceedings, unless the court otherwise directs. If the court finds the determination to be unlawful then the Parties agree to revert to the charges payable immediately prior to such determination being made and BT shall make any necessary alterations to the Carrier Price List. As soon as reasonably practicable following a re-determination by OFCOM (as a result of a legal challenge) of a charge (or the means of calculating that charge) for a BT Service or facility, BT shall make any necessary alterations to the Carrier Price List so that it accords with such re-determination.
  9. If any charge (or the means of calculating that charge) for a BT Service or facility has retrospective effect then BT shall, as soon as reasonably practicable following publication in the Carrier Price List, adjust and recalculate the charges in respect of such service or facility using the new charge and calculate the interest for any sum overpaid or underpaid at the Ofcom Interest Rate.
  10. BT shall ensure that a charge for a BT Service or facility specified in the Carrier Price List accords with the relevant Condition(s) applying to that BT Service or facility. If required pursuant to a Condition, BT shall ensure that a charge in relation to a Network Component shown in the Carrier Price List, accords with the charge for a BT Service or facility specified in the Carrier Price List from time to time.
  11. If there is a difference between a charge for a BT Service or facility specified in the Carrier Price List and a charge determined by OFCOM, the charge determined by OFCOM shall prevail.
  12. As soon as reasonably practicable following an alteration to the Carrier Price List BT shall send a copy of the alterations to the Carrier Price List to the Operator.
  13. The provisions of this clause 13 are not intended to prejudice the rights, liabilities and obligations of the Parties created by and under a Condition.

## OPERATOR SERVICES

* 1. For an Operator service or facility, BT shall pay to the Operator the charges specified from time to time in the Carrier Price List.
  2. The Operator may from time to time by sending to such person, as BT may notify to the Operator from time to time, a notice in writing in duplicate requesting a variation to a charge for an Operator service or facility (“Charge Change Notice”). Such notice shall specify the proposed new charge and the date on which it is proposed that the variation is to become effective (“Charge Change Proposal”). BT shall within 4 Working Days of receipt of such notice acknowledge receipt and within 14 days of receipt of such notice notify the Operator in writing of acceptance or rejection of the proposed variation. If BT has not accepted the Charge Change Proposal within 14 days of receipt of such notice (or such longer period as may be agreed in writing) the proposed variation shall be deemed to have been rejected.

14.2A A Charge Change Notice given under clause 14.2 shall specify the date on which it is proposed that the variation is to become effective (the “Effective Date”), The Effective Date shall, subject to clause 14.2B:

14.2A.1 be the first calendar day of the month following the 56 calendar day period after the Operator sends the Charge Change Notice to BT, where there is a variation to a Non-Geographic Code service charge; and

14.2A.2 not be less than 56 calendar days after the Operator sends the Charge Change Notice to BT in all other cases.

14.2B If a variation of a BT charge for a BT Service or facility pursuant to clause 13.2, has elements in that BT charge, being elements upon which the charge for an Operator service is dependent, and provided that the Charge Change Notice given by the Operator is received by BT not less than 7 calendar days after the giving of the relevant notice by BT under clause 13.2, the date on which it is proposed that the variation to an Operator charge in such Charge Change Notice given by the Operator under clause 14.2A is to become effective, shall be a date being not less than 49 calendar days after notification.

* 1. BT may from time to time by sending to such person, as the Operator may notify to BT from time to time, a notice in writing in duplicate request a variation to a charge for an Operator service or facility (“Charge Change Notice”). Such notice shall specify the proposed new charge and the date on which it is proposed that the variation is to become effective (“Charge Change Proposal”). The Operator shall within 4 Working Days of receipt of such notice acknowledge receipt and within 14 days of receipt of such notice notify BT in writing of acceptance or rejection of the proposed variation. If the Operator has not accepted the Charge Change Proposal within 14 days of receipt of such notice (or such longer period as may be agreed in writing) the proposed variation shall be deemed to have been rejected.
  2. If the Party receiving a Charge Change Notice accepts the Charge Change Proposal the Parties shall forthwith enter into an agreement to modify the Agreement in accordance with the Charge Change Proposal.
  3. If the Party receiving a Charge Change Notice rejects the Charge Change Proposal the Parties shall forthwith negotiate in good faith.
  4. If following rejection of a Charge Change Proposal and negotiation, the Parties agree that the Charge Change Notice requires modification, the Party who sent the Charge Change Notice may send a further Charge Change Notice.
  5. If following rejection of a Charge Change Proposal and negotiation the Parties fail to reach agreement within 14 days of the rejection of the Charge Change Proposal, either Party may, not later than 1 month after the expiration of such 14 days period, refer the matters in dispute to OFCOM.
  6. If OFCOM upholds the Charge Change Proposal in the Charge Change Notice without modification the Charge Change Proposal shall take effect on the date specified in the Charge Change Notice and the Parties shall forthwith enter into an agreement to modify the Agreement in accordance with this clause 14.8.
  7. If OFCOM does not uphold the Charge Change Proposal in the Charge Change Notice without modification then that Charge Change Notice shall cease to be of any effect. In the event that OFCOM proceeds to make an order, direction, determination or requirement following a referral pursuant to clause 14.7 then the Party who sent the Charge Change Notice shall send a further Charge Change Notice in accordance with the order, direction, determination or requirement of OFCOM and the Parties shall forthwith enter into an agreement to modify the Agreement in accordance with this clause 14.9.
  8. As soon as reasonably practicable following agreement of a charge (or the means of calculating that charge) for an Operator service or facility, BT shall make any necessary alterations to the Carrier Price List so that it accords with that agreement.
  9. As soon as reasonably practicable following an order, direction, determination, requirement or consent (for the purposes of this clause 14 a “determination” which expression includes a re-determination referred to in clause 14.12) by OFCOM of a charge (or the means of calculating that charge) for an Operator service or facility, BT shall make any necessary alterations to the Carrier Price List so that it accords with such determination. For the avoidance of doubt this clause 14.11 does not apply to a referral pursuant to clause 14.7.
  10. If a determination referred to in clause 14.11 is subject to a legal challenge, the Parties shall, without prejudice, treat the determination as valid until the conclusion of the legal proceedings, unless the court otherwise directs. If the court finds the determination to be unlawful then the Parties agree to revert to the charges payable immediately prior to such determination being made and BT shall make any necessary alterations to the Carrier Price List. As soon as reasonably practicable following a re-determination by OFCOM (as a result of a legal challenge) of a charge (or the means of calculating that charge) for an Operator service or facility, BT shall make any necessary alterations to the Carrier Price List so that it accords with such re-determination.
  11. If any charge (or the means of calculating that charge) for an Operator service or facility has retrospective effect (for whatever reason) then the Operator shall, as soon as reasonably practicable following publication in the Carrier Price List, adjust and recalculate the charges in respect of such service or facility using the new charge and calculate the interest for any sum overpaid or underpaid at the Ofcom Interest Rate.
  12. If there is a difference between a charge for an Operator service or facility specified in the Carrier Price List and a charge determined by OFCOM, the charge determined by OFCOM shall prevail.
  13. As soon as reasonably practicable following an alteration to the Carrier Price List BT shall send a copy of the alterations to the Carrier Price List to the Operator.
  14. The provisions of this clause 14 are intended to establish a framework for establishing changes to charges for an Operator service or facility, but are not intended to prejudice the rights, liabilities and obligations of the Parties created by and under a Condition.

## CHARGES AND PAYMENT

* 1. Each Party shall pay the charges calculated in accordance with, and within the time specified in, this Agreement.
  2. No charges shall be payable under this Agreement by one Party to the other unless such charges are specifically referred to in this Agreement.
  3. The charges in this Agreement are exclusive of VAT unless such charges are stated to be inclusive of VAT.
  4. Invoices are due and payable in pounds sterling.

## ARTIFICIAL INFLATION OF TRAFFIC

16.1 Each Party shall use reasonable endeavours to:

16.1.1 detect AIT

16.1.2 identify AIT;

16.1.3 notify the other Party of AIT;

16.1.4 prevent AIT;

in accordance with this clause 16 and Annex E.

16.2 The provisions of this clause 16 and of Annex E shall apply to such services as are specified in Annex E.

16.3 The Parties shall use reasonable endeavours to develop, implement and maintain appropriate procedures to identify and prevent AIT.

16.4 If either Party reasonably considers that the agreed safeguards in respect of AIT under this Agreement are not adequate, then such Party may apply for a review of this clause 16 and of Annex E pursuant to clause 21.1.3.

## CREDIT MANAGEMENT

17.1 The Parties shall comply with the provisions of Annex F (Credit Management).

17.2 If either Party reasonably considers that the credit management provisions under this Agreement are not reasonable, then such Party may apply for a review of this clause 17 and of Annex F pursuant to clause 21.1.3.

## BILLING

* 1. Each Party shall provide to the other invoices of all amounts due to it, calculated in accordance with the provisions of Annex B and the Carrier Price List.

## SYSTEM PROTECTION AND SAFETY

* 1. Each Party is responsible for the safe operation of its System and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that nothing is done by that Party or its contractors, agents or Customers to:
     1. endanger the safety or health of employees, contractors, agents or Customers of the other Party; or
     2. damage, interfere with or cause any deterioration in the operation of the other Party's System, or where applicable under this Agreement, the telecommunications systems or apparatus of that other Party's Customers.
  2. Neither Party shall knowingly connect or permit the use pursuant to this Agreement of any apparatus that does not meet the relevant standards or any licences applicable to that Party, or where applicable to that Party's Customer.

## NUMBERING

* 1. Each Party shall use numbers in accordance with the National Telephone Numbering Plan and shall comply with the numbering provisions in Annex A.

## REVIEW

* 1. A Party may seek to amend this Agreement by serving on the other a review notice if:
     1. a Condition is materially modified (whether by amendment or replacement); or
     2. a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing telecommunications in the United Kingdom; or
     3. this Agreement makes express provision for a review or the Parties agree in writing that there should be a review; or
     4. a material change (including enforcement action by any regulatory authority) occurs which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or
     5. this Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under clause 28.1; or
     6. there is a general review pursuant to clause 21.4; or
     7. either Party reasonably considers that this Agreement or any part thereof is not or has ceased to be reasonable.
  2. A review notice shall set out in reasonable detail the issues to be discussed between the Parties.
  3. Save as provided in clause 21.4, a Party shall serve a review notice not later than the expiration of a 6 months period commencing on the date set opposite each clause as follows:

|  |  |
| --- | --- |
| **Clause** | **Period commencing on the date:** |
| 21.1.1 | of publication of the modifications to a Condition |
| 21.1.2 | of occurrence of material change |
| 21.1.3 | of entitlement or occurrence of the date of written agreement |
| 21.1.4 | of occurrence of the material change |
| 21.1.5 | of notification of assignment or transfer |
| 21.1.7 | of the Agreement or any part thereof has ceased to be reasonable |

* 1. A Party may initiate a general review of this Agreement by serving a review notice during the period of three months commencing on 1 April 2024 and 1 April every 2 years thereafter.
  2. On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.
  3. For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice this Agreement shall remain in full force and effect.

## DETERMINATION

* 1. If the Parties fail to reach agreement on the subject matter of a review notice pursuant to clause 21 within 3 months (or 6 months for a review notice under clause 21.4) in each case from the date of service of such review notice, either Party may, not later than 3 months after the expiration of the relevant period, request in writing OFCOM to determine the matters upon which the Parties have failed to agree.
  2. The Parties shall enter into an agreement to modify or replace the Agreement in accordance with any order, direction, determination or consent of OFCOM unless such order, direction, determination or consent is subject to a legal challenge.
  3. If the order, direction, determination or consent is subject to a legal challenge then the Parties shall modify or replace the Agreement at the conclusion of the legal proceedings in accordance with OFCOM's order, direction, determination or consent and the result of the legal proceedings.
  4. For the avoidance of doubt, order, direction, determination or consent of a charge may include an order, direction, determination or consent of the basis for calculating that charge.
  5. The provisions of these clauses 21 and 22 are intended to establish a framework for the review and determination of the provisions of this Agreement, but are not intended to prejudice the rights, liabilities and obligations of the Parties created by and under a Condition.

## CONFIDENTIALITY

* 1. Subject to the following provisions of this clause 23, a Receiving Party shall keep in confidence Confidential Information and will not (and will use its reasonable endeavours to ensure that its directors, employees, and professional advisers will not) disclose such information to any Third Party unless;

1. the Disclosing Party consents to such disclosure; or
2. such disclosure is required by law or regulation.
   1. A Receiving Party shall exercise no lesser degree of care of Confidential Information than would a reasonable person with knowledge of the confidential nature of the information. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature.
   2. A Receiving Party shall restrict disclosure of Confidential Information relating to the Disclosing Party to those persons who have a reasonable need to know or, in the case of CLI, to those employees to whom it is essential for permitted purposes. Confidential Information shall be used solely for the purposes for which it was disclosed.
   3. A Receiving Party may disclose Confidential Information to an Associated Company, subject to the Associated Company undertaking to comply with obligations equivalent to these contained in this clause 23.
   4. A Receiving Party may disclose Confidential Information to a contractor or agent, subject to the contractor or agent undertaking to comply with obligations equivalent to those contained in this clause 23.
   5. The following shall not constitute a breach of this clause 23:
      1. a disclosure authorised in writing by the Disclosing Party to the extent of that authority; or
      2. a disclosure to an Emergency Organisation; or
      3. publication of all or part of this Agreement or details of it in the Carrier Price List unless otherwise agreed in writing by the Parties; or
      4. a disclosure which is properly made pursuant to a Condition or a relevant statutory or other regulatory obligation; or
      5. a disclosure properly and reasonably made to OFCOM, or to an arbitrator, expert or any person appointed by the Parties for the resolution of a Dispute; or
      6. a disclosure to obtain or maintain any listing on or required by the rules of any recognised stock exchange,

subject in the case of any disclosure specified in clauses 23.6.4 to 23.6.6 to the Receiving Party informing the Disclosing Party as soon as reasonably practicable, after such disclosure.

* 1. Unless otherwise agreed in writing, a Receiving Party shall not use the other Party’s Confidential Information to provide commercial advantage to its retail business.

## FORCE MAJEURE

* 1. Neither Party shall be liable for any breach of this Agreement caused by act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory obligation, industrial disputes of any kind (whether or not involving such Party’s employees provided that in circumstances where the industrial dispute involves its own employees, the Party relying on the force majeure must have taken all reasonable actions to prevent such industrial disputes from arising), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, epidemic or pandemic, acts or omissions of persons for whom such Party is not responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
  2. If as a result of a force majeure, the performance by a Party of its obligations under this Agreement is affected, such Party shall, subject to the provisions of clause 24.4, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its Customers and Third Parties) there is no undue discrimination against the other Party.
  3. To the extent that a Party is prevented as a result of a force majeure from providing any of the services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
  4. If the effects of such force majeure continue for a continuous period of 90 calendar days or more, either Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 days written notice to the other Party. If this Agreement is not terminated in accordance with the provisions of this clause 24.4, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## LIMITATION OF LIABILITY

* 1. Neither Party has an obligation of any kind to the other Party beyond the obligations to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.
  2. Subject to clause 25.4 if a Party is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to one million pounds sterling (£1,000,000) for any one event or series of connected events and two million pounds sterling (£2,000,000) for all events (connected or unconnected) in any period of 12 calendar months.
  3. Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence or liability arising under Part I of the Consumer Protection Act 1987.
  4. Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused.
  5. Each provision of this clause 25 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

## CONDUCT OF INDEMNIFIED EVENTS

26A.1 As a condition of any indemnity given by either Party in this Agreement, the indemnified Party shall:

26A.1.1 notify the other Party promptly of any related claims or legal proceedings or allegation of infringement upon becoming aware of the same;

26A.1.2 actively consult with the other Party regarding the conduct of any action and take its views into account;

26A.1.3 make no admissions relating to any claims or legal proceedings or allegations of infringement without the consent of the other Party, which consent shall not be unreasonably withheld;

26A.1.4 not agree any settlement or compromise of such claims or legal proceedings nor make any payment on account of them without the consent of the other Party, which consent shall not be unreasonably withheld;

26A.1.5 allow either Party to modify any services or facilities provided by that Party under this Agreement so as to avoid the infringement; and

26A.1.6 allow the other Party, at the other Party’s reasonable request, to conduct all negotiations and proceedings providing that the other Party consults with the indemnified Party and keeps the indemnified Party fully informed with respect to a claim, legal proceedings or an allegation of infringement and obtains the indemnified Party’s approval (such approval not to be unreasonably withheld or delayed) to all material steps taken in the conduct of the defence of a claim, legal proceedings or an allegation of an infringement. The indemnified Party shall give the other Party all reasonable assistance in these matters providing the other Party agrees to pay the indemnified Party’s reasonable expenses for such assistance.

26A.2 Nothing in this clause shall restrict or limit the indemnified Party's general obligation at law to mitigate a loss which it may incur as a result of a matter giving rise to a claim.

## INTELLECTUAL PROPERTY RIGHTS

* 1. Except as expressly provided otherwise in this Agreement, Intellectual Property Rights (IPR) shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or licence of the IPR of one Party to the other Party.
  2. Each Party agrees to indemnify the other Party against all:
     1. loss;
     2. damages;
     3. costs (including without limitation costs on an indemnity costs basis); and
     4. expenses (including without limitation other professional adviser’s fees)

arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against such other Party by a third party arising from infringement of any third party IPR by reasons of the first Party’s provision of the service to such other Party pursuant to this Agreement.

* 1. The indemnity set out in clause 27.2 does not apply to actions, claims or legal proceedings:
     1. caused by the use of the service in conjunction with other equipment or software or any other service not supplied or approved by the supplying Party;
     2. caused by reason of any alteration or modification which was not made by the supplying Party or which are made without such Party’s prior written consent; or
     3. caused by designs or specifications made by, or on behalf of, the supplied Party, other than where such designs or specifications are made as part of the service on behalf of the supplied Party by the supplying Party; or
     4. which arise as a result of the use of the service otherwise than in accordance with the terms of this Agreement.
  2. Subject to clause 27.5 below, the Parties agree that they shall each:
     1. notify the other Party in writing of any IPR claim as soon as they become aware of it;
     2. allow the other Party to conduct all negotiations and proceedings and shall provide the other Party with such reasonable assistance required by them, each at their own cost, regarding the IPR claim; and
     3. not, without first consulting with the other Party, make an admission relating to the IPR claim.
  3. The Parties agree that they shall provide the other Party with such security for costs as the other Party may reasonably require prior to them providing any assistance pursuant to clause 27.4 above.

## ASSIGNMENT

* 1. This Agreement is personal to the Parties and unless otherwise agreed in writing, and subject to this clause 28, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party, such consent not to be unreasonably withheld.
  2. No consent is required under clause 28.1 for an assignment of rights, benefits or obligations under this Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's System provided that such successor is an Associated Company.
  3. If consent in writing is given under clause 28.1 or if no consent is required under clause 28.2, it is a condition precedent that the assigning Party shall procure that the assignee enters into a novation agreement between the Parties and the assignee/successor to observe and perform the terms and conditions of this Agreement.
  4. The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee/successor agrees in writing pursuant to the novation agreement to be entered into pursuant to clause 28.3 above, to be bound by the provisions of this Agreement.

## DISPUTES

* 1. If a Party (the “disputing Party”) wishes to invoke the dispute procedure specified in this clause, it shall send written notice of the Dispute to the other Party’s commercial contact (the “receiving Party”). The notice shall contain all relevant details including the nature and extent of the Dispute. The receiving Party shall acknowledge the receipt of such notice of the Dispute within two Working Days.

This clause 29 does not apply to disputes relating to:

* + 1. the accuracy of invoices, to which clause 6 of Annex B shall apply;
    2. the application of BT's credit management provisions in accordance with clause 17 and Annex F, to which the dispute resolution procedures specified therein will apply.
  1. The name of each Party’s commercial contact shall be as specified from time to time in the Customer Service Plan. For the purposes of this clause 29 no change to a commercial contact shall be effective until it has been notified to the other Party.
  2. Following notice under clause 29.1, the Parties shall consult in good faith to try to resolve the Dispute. If agreement is not reached within 14 days, the Dispute may be escalated by either Party under clause 29.4.
  3. If the Dispute is not resolved under clause 29.3, either Party may send written notice to the other Party’s commercial contact requiring the Dispute to be escalated and stating to whom that Party has escalated the Dispute. The commercial contact receiving such a notice shall acknowledge the receipt of such notice within four Working Days and state to whom the Dispute has been escalated.
  4. Following notice under clause 29.4, the Parties shall work in good faith to try to resolve such Dispute, involving appropriate senior managers and shall use reasonable endeavours to resolve the dispute within four weeks, except if the Parties agree otherwise.
  5. If the Dispute is not resolved at any time, either Party may refer the Dispute to OFCOM and shall forthwith send a copy of the referral to the other Party. In the event of a reference to OFCOM, both Parties shall compile a detailed dispute report which shall include origin, nature, extent, issues and any proposals for resolution and make their respective reports available to OFCOM and each other within 28 days of the referral.
  6. The above procedures are without prejudice to any other rights and remedies that may be available in respect of any breach of any provisions of this Agreement
  7. Nothing herein shall prevent a Party from:
     1. seeking (including obtaining or implementing) interlocutory or other immediate relief;
     2. referring the Dispute to OFCOM in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution.
  8. The dispute procedure specified in this clause shall not apply to disputes arising out of the service of a Charge Change Notice.

## BREACH, SUSPENSION AND TERMINATION

* 1. If a Party's System adversely affects the normal operation of the other Party's System, or is a threat to any person's safety, the other Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as may be reasonable to ensure the normal operation of its System or reduce the threat to safety.
  2. If a Party is in material breach of (including failure to pay a sum due under) this Agreement (other than a failure to pay a sum which is subject to a valid invoice dispute under clause 5.2.2 of Annex B), the other Party may serve a written notice (the “Breach Notice”) on the Party in breach specifying the breach and requiring it to be remedied within:
     1. 14 calendar days from the date of receipt of such Breach Notice in the event of a failure to pay a sum due under this Agreement; or
     2. 30 calendar days from the date of receipt of such Breach Notice; or
     3. in case of emergency, within such shorter period as the Party not in breach may reasonably specify.
  3. If the Party in breach fails to remedy the breach within such period as may be specified by the Party not in breach pursuant to clause 30.2 the Party not in breach may, until such breach is remedied, suspend performance of such of its obligations under this Agreement as is reasonable in the circumstances.
  4. If the Party in breach fails to remedy the breach within the relevant period as per clause 30.2 above, the Party not in breach may terminate this Agreement without penalty on three months' written notice to the Party in breach provided always that if the Party in breach remedies the breach within such three months’ notice period, this Agreement shall not terminate as a result of such notice.
  5. This Agreement may be terminated without penalty by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:
     1. is unable to pay its debts within the meaning of section 123(1)(e) of the Insolvency Act 1986; or
     2. has a receiver or administrative receiver appointed in relation to all or any of its assets; or
     3. has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
     4. has an administration order made in respect of its business; or
     5. enters into a voluntary arrangement under section 1 of the Insolvency Act 1986; or
     6. ceases to carry on business.

30.5A In the event that the Operator:

30.5A.1 fails to place an order for ports within 6 months from the date of this Agreement, then this Agreement will be deemed to be terminated (unless BT and the Operator agree in writing to extend the 6 month period set out in this clause); and/or

30.5A.2 fails to send or receive live traffic for a consecutive 6 month period, then this Agreement will be deemed to be terminated (unless BT and the Operator agree in writing to extend the 6 month period set out in this clause); and/or

30.5A.3 places an order for the cessation of all ports between the Parties’ Systems, this Agreement will be deemed to be terminated 3 months from the date of the cessation.

* 1. Upon termination or expiry of this Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party as soon as reasonably practicable. Each Party shall use reasonable endeavours to recover equipment made available by it.
  2. If 30 calendar days after the termination or expiry of this Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situate) the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 10 calendar days of the date of the demand.
  3. Without prejudice to a Party's rights upon termination or expiry of this Agreement, a Party shall refund as soon as reasonably practicable after termination to the other a rateable or due proportion of those periodic sums (if any) paid under the Agreement for a period extending beyond the date of such termination or expiration unless the Parties agree otherwise.
  4. Termination or expiry of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.
  5. Notwithstanding the termination or expiry of this Agreement, clauses 11.6, 23, 25, 30.6 to 30.11 inclusive shall continue in full force and effect.
  6. Each of the Parties' right to terminate or suspend performance of this Agreement pursuant to this clause 30 is without prejudice to any other rights or remedies available to either Party.

## DATA PROTECTION

* 1. In this Agreement, the following terms each have the meaning given to it in the Data Protection Legislation: “Binding Corporate Rules”, “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor” and “Supervisory Authority”.
  2. Notwithstanding any other provision in the Agreement, for BT to provide a Service, Personal Data may be:
     1. used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
     2. transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Agreement and the Operator appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:

(a) BT Group’s Binding Corporate Rules (for transfers among BT’s affiliates);

(b) agreements incorporating the relevant standard data protection paragraphs adopted by the European Commission; and

(c) where applicable, the EU-US Privacy Shield.

* 1. 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 Service, to provide additional information concerning the Service, or other similar services.
  2. If BT acts as a Controller:
     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:

1. administer, track and fulfil Orders for the Service;
2. implement the Service;
3. manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
4. manage, track and resolve incidents with the Service as set out in the Schedule(s);
5. administer access to online portals relating to the Service;
6. compile, dispatch and manage the payment of invoices;
7. manage the Agreement and resolve any disputes relating to it;
8. respond to general queries relating to the Service or Agreement; or
9. comply with Applicable Law;
   * 1. 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
     2. 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 Service, to provide additional information concerning the Service, or other similar services.
   1. If BT acts as a Processor:
      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](http://www.bt.com/terms);
      2. in order to perform its obligations under the Agreement, BT will:
10. Process the Customer Personal Data on behalf of the Customer in accordance with the Customer’s documented instructions as set out in clause 31.5.11, except where:
11. Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify the Operator of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
12. in BT’s reasonable opinion an additional instruction or a change to the instructions provided by the Operator in accordance with clause 31.5.11 infringes the Data Protection Legislation and BT will inform the Operator of its opinion without undue delay and will not be required to comply with that instruction;
13. to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT’s Processing and the nature of the Customer Personal Data being Processed;
14. provide Notice to the Operator without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
15. only use the Sub-Processors approved by the Operator by entering into the Agreement or in accordance with clause 31.5.9; and
16. assist the Operator in its 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:
17. its obligation to respond to lawful requests from a Data Subject or Supervisory Authority, to the extent practicable;
18. the security of the Processing of the Customer Personal Data;
19. notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects and to the extent permitted by Applicable Law and/or as requested by the Supervisory Authority, provide minimum information in relation to the Personal Data Breach to the Operator; and
20. a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,

and the Operator will reimburse BT’s reasonable costs for this assistance except for the assistance set out in clause 31.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT’s obligations set out in clause 31.5.2(b);

* + 1. unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Agreement and at the Operator’s option, BT will delete or return the Customer Personal Data within a reasonable time period and the Operator will reimburse BT’s reasonable costs for this deletion or return of the Customer Personal Data;
    2. BT will make available to the Operator the information demonstrating BT’s compliance with its obligations set out in clause 31.5, and, subject to 30 days’ Notice from the Operator, allow for and reasonably cooperate with the Operator (or a third party auditor appointed by the Operator) to audit this compliance at reasonable intervals (but not more than once per year), so long as:

1. the audit will:
2. not disrupt BT’s business;
3. be conducted during Business Days;
4. not interfere with the interests of BT’s other customers;
5. not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
6. not exceed a period of two successive Business Days;
7. the Operator (or its third party auditor) will comply with BT’s relevant security policies and appropriate confidentiality obligations; and
8. except for the costs of assistance set out in clause 31.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT’s obligations set out in clause 31.5.2(b), the Operator 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 31.5, those of its Sub-Processors;
   * 1. BT may demonstrate its compliance with its obligations set out in clause 31.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing the Operator with an audit report issued by an independent third party auditor (provided that the Operator will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
     2. BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Agreement or otherwise required by Applicable Law;
     3. BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
     4. BT may use Sub-Processors in accordance with clause 31.4.1 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in clause 31.5 will be imposed on any Sub-Processors;
     5. BT will inform the Operator of proposed changes to BT’s Sub-Processors from time to time by either:
9. providing the Operator with online notice of the intended changes at www.bt.com/terms and the Operator 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,
10. giving the Operator Notice in accordance with clause 32 and the Operator will have 30 days starting from the date of the Notice to object to the change, and

if the Operator does not object in accordance with clauses 31.5.9(a) or 31.5.9(b), the Operator will be deemed to have authorised the use of the new Sub-Processors;

* + 1. the Operator may object to the use of a new Sub-Processor by giving Notice in accordance with clause 32 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 31.5.9, we will both address your objection in accordance with the process set out in clause 30 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with clause 30;
    2. the Agreement contains the Operator's 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 in accordance with clause 31 to take account of any resulting change in the Charges or the Service; and
    3. the Operator will only disclose to BT the Personal Data that BT requires to perform the Service.
  1. If permitted by Applicable Law:
     1. a Party in breach of the Data Protection Legislation or this clause 31 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
     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.
  2. Where each Party acts as a Controller in relation to the Processing of Personal Data under the Agreement, the Parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.
  3. If, in accordance with clause 34, BT proposes amendments to the Agreement to reflect changes to BT’s security measures, policies and processes to enable BT to comply with the Data Protection Legislation, the, Operator will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

## NOTICES

* 1. Notices given under this Agreement must be in writing and may be delivered, subject to clause 28.3, by hand, e-mail or first class post to the following:
     1. to the appropriate person for that matter indicated in the Customer Service Plan or otherwise agreed by the Parties;
     2. for all other matters, in the case of notices from the Operator, to:

BT Wholesale, Commercial Legal Team

British Telecommunications Plc

1 Braham Street,

London,

United Kingdom,

E1 8EE

* + 1. for all other matters, in the case of notices from BT, to:

Operator Name

Operator Address

or to such other addresses as the Parties may notify from time to time pursuant to this clause 32.

* 1. In the absence of contrary evidence a notice shall be duly served :
     1. if delivered by hand, at the time of actual delivery;
     2. if sent by first class post, three Working Days after the day of posting;
     3. if sent by e-mail at the time of successful receipt by the recipient (as may be evidenced by, but not limited to, the transmission of an automatic electronic read receipt from, or a manual acknowledgement by, the recipient).
  2. Notices in relation to breach, suspension or termination and any document concerning legal proceedings or proposed legal proceedings may not be delivered by email and shall be delivered to the address set out in clause 32.1.

## ENTIRE AGREEMENT

* 1. This Agreement contains the whole agreement between the Parties and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, other than any fraudulent misrepresentation, in relation to the subject matter of this Agreement.

## VARIATIONS

* 1. Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless agreed in writing by the Parties and signed by a person nominated in writing on behalf of:
     1. BT, by the Managing Director, BT Wholesale (or their successor); and
     2. the Operator, by a director or the company secretary (or equivalent office holder) of the Operator.

## WAIVER

* 1. The waiver of any breach of, or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver or a waiver of any other breach of the same or any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

## THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

* 1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than a Party shall have any rights under it nor shall it be enforceable by any person other than a Party.

## INDEPENDENT CONTRACTORS AND AGENCY

* 1. Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). Neither Party is authorised and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.
  2. If either Party appoints an agent for the purposes of this Agreement, and notifies the other Party, then the other Party shall deal with the appointed agent for such purposes until the first Party notifies the other Party that the appointment has been terminated.

## SEVERABILITY

* 1. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

## GOVERNING LAW

The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF THIS AGREEMENT was entered into the day and year first before written.

SIGNED for and on behalf of **[OPERATOR\_NAME]**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **(See Contractual Documentation Signature Page)**

SIGNED for and on behalf of **BRITISH TELECOMMUNICATIONS PLC**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(**See Contractual Documentation Signature Page)**