



Conditions for Provision of Closed Circuit Television Service

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SERVICE SCHEDULE

CHARGES SCHEDULE

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1. INTERPRETATION

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

“Bankruptcy” means an event where bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgement of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer’s assets or the Customer goes into liquidation or a corresponding event under Scottish Law.

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

“BT Equipment” means equipment (including any Software) placed on a Site for the provision of the Service.

“Contract” means, in order of precedence, these Conditions, the Service Schedule, the Charges Schedule, the Order Form and the Customer Requirement Form, if any.

“Customer” means the person so named on the Order Form and anyone reasonably appearing to BT to be acting with that person’s authority or permission.

“Customer Equipment” means any equipment, including any Software, for use with the Service that is not part of BT’s network and which is owned or controlled by the Customer.

“Equipment” means any camera, power supply unit for a camera, camera housing unit, interconnected cabling, camera pole or other related items that connect a camera to the BT Equipment all as provided by BT under this Contract and excluding any BT Equipment.

“Group Company” means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38, Section 1159 of the Companies Act 2006,

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

“Minimum Period” means the first 12, 36 or 60 months of the Service as applicable for any Service option, specified on the Order Form and beginning on the Operational Service Date.

“Operational Service Date” means the earlier of the date when the Service is first made available to the Customer at a Site or the date when the Customer first starts to use the Service.

“Order Form” means a BT order form which has been filled with all the necessary information required by BT and signed by both parties.

“Service” means the service or, where appropriate, part of the service described in the Service Schedule to this Contract.

“Service Schedule” means the schedule to these Conditions that describes the Service to be provided by BT or where applicable the terms of a BT pricing package.

“Site” means the place(s) at which BT agrees to provide the Service.

“Software” means any software and associated written and electronic documentation and data provided by BT under the Contract.

“Working Day” means Monday to Friday between the hours of 9:00 a.m. and 5:00 p.m. (GMT), excluding Public and Bank Holidays.

2. COMMENCEMENT OF CONTRACT

2.1 The Contract begins on the date BT communicates its acceptance of the Customer’s order for the Service and continues until ended by the Customer or BT in accordance with this Contract.

2.2 The Service commences on the Operational Service Date.

3. PROVISION OF THE SERVICE

3.1 BT will provide the Service to the Customer on the terms of this Contract.

3.2 BT will use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and BT has no liability for any failure to meet any date, unless the Service Schedule says otherwise.

3.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider.

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- 3.4 It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT will however repair any faults in the Service in accordance with the fault repair service it has agreed to provide to the Customer.
- 3.5 Occasionally BT may:
- (a) for operational reasons, change the codes or the numbers allocated to the Customer or the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;
 - (b) suspend the Service for operational reasons such as maintenance or because of an emergency; or
 - (c) give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to the Customer or any other customer.
- Before doing so BT will give the Customer as much notice as possible and whenever practicable will agree with the Customer, when the Service will be suspended.
- 3.6 Until it has paid for the Equipment, the Customer will:
- (a) keep the Equipment safe and only use it in accordance with any instructions BT may give;
 - (b) not move the Equipment or any part of it from the Site;
 - (c) ensure that the Equipment is without risk to health;
 - (d) only use or allow the Equipment to be used for any purpose for which it is designed;
 - (e) not make any alterations or attachments to the Equipment without BT's prior written consent. If BT gives its consent, any alterations or attachments will become part of the Equipment;
 - (f) not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or any part of it;
 - (g) not allow any lien, encumbrance or security interest over the Equipment, nor pledge the credit of BT for the repair of the Equipment or otherwise;
- (h) not claim to be owner of the Equipment and ensure that the owner of the Site will not claim ownership of the Equipment, even if the Equipment is fixed to the Site;
 - (i) indemnify BT against all claims and proceedings arising from the Customer's use of the Equipment or if the Equipment is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep BT informed of anything which may affect the rights of BT, or involve BT in any proceedings, loss or liability.
- 3.7 Risk passes to the Customer on delivery of the Equipment, but the Customer will not be liable for any loss or damage that is caused by BT's negligence.
- 3.8 Ownership of the Equipment, (except for the Intellectual Property Rights) will pass to the Customer on payment in full of the charges as detailed on the Order Form.
- 3.9 Until payment in full:
- (a) the Equipment will appear in the Customer's books in the name of BT; and
 - (b) in the event of Bankruptcy or threatened seizure of the Equipment, the Customer will immediately notify BT and BT may take action to repossess the Equipment. The Customer will also notify interested third parties of BT's ownership of the Equipment.
- #### 4. BT EQUIPMENT
- 4.1 The Customer will, at its own expense, to enable the installation and use of the BT Equipment and any Equipment:
- (a) obtain all necessary consents, including consents for any necessary alterations to buildings;
 - (b) provide a suitable environment, accommodation and foundations, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
 - (c) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as BT advises are necessary, and carry out afterwards any making good or decorator's work required;

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- (d) provide any electricity and connection points required by BT; and
- (e) ensure the integrity and suitability of any Customer Equipment BT is asked to provide Service on, to or interface with.

All preliminaries must be completed in advance of any installation work.

4.2 The Customer is responsible for the BT Equipment and must not add to, modify or in any way interfere with the BT Equipment, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to the BT Equipment, except where such loss or damage is due to fair wear and tear or is caused by BT or anyone acting on BT's behalf.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

5.1 Any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.

5.2 Any equipment which is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation.

6. ACCESS AND SITE REGULATIONS

6.1 To enable BT to carry out its obligations under this Contract, the Customer will provide BT employees and anyone acting on BT's behalf, who produces a valid identity card, with access to any Site or any other premises outside BT's control, at all reasonable times. BT will normally only require access during its usual working hours but may, on reasonable notice, require the Customer to provide access at other times. If requested by the Customer, BT may agree to work outside its usual working hours, but the Customer must pay BT's additional charges for doing so.

6.2 BT employees and anyone acting on BT's behalf will observe the Customer's reasonable Site regulations, as previously advised in writing to BT. In the event of any conflict between the Site regulations and these Conditions, these Conditions will prevail.

6.3 The Customer will provide a suitable and safe working environment for BT employees and anyone acting on BT's behalf.

7. USE OF THE SERVICE

7.1 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service.

- 7.2 The Service must not be used in any way that:
- (a) does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful; or
 - (b) does not comply with any instructions given by BT under paragraphs 3.5(c) and 5.1 or any other public telecommunications operator.

7.3 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because:

- (a) the Service is used in breach of paragraphs 7.1 or 7.2; or
- (b) the Service is faulty or cannot be used by that third party.

BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Where Software is provided to enable the Customer to use the Service, BT grants the Customer a non-exclusive, non-transferable licence to use the Software for that purpose.

8.2 The Customer will not, without BT's prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy the manuals or documentation.

8.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software.

9. CONFIDENTIALITY

9.1 Except to the extent any disclosure is required by law and as set out in paragraph 9.2 BT and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Contract. The Customer and BT will not, without the consent of the other, disclose such information to any person other than:

- (a) their Group Company employees or professional advisers who need the

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- information in order for the Customer or BT to fulfil its obligations under the Contract; or
- (b) in the case of the Customer, its Users to the extent that they are required to use or access the Service; or
- (c) in the case of BT, the employees or professional advisers of its suppliers who need the information in order for BT to fulfil its obligations under the Contract.
- 9.2 Information BT holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include BT sharing such information with third party companies including other communication companies.
- 9.3 Information will not be treated as confidential if it is:
- (a) in the public domain other than in breach of the Contract; or
- (b) lawfully in the possession of the Customer or BT before disclosure has taken place; or
- (c) obtained from a third person who is free to disclose it; or
- (d) replicated independently by someone without access or knowledge of the Information.
- 9.4 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by BT in connection with the Contract the Customer will:-
- (a) notify BT immediately of the request; and
- (b) give BT at least five Working Days to make representations.
- 10. CHARGES AND DEPOSITS**
- 10.1 The charges for the Service (including without limitation connection charge(s) and annual rental charges) will be calculated in accordance with the Charges Schedule. Charges for the Service will be calculated in accordance with the details recorded by, or on behalf of, BT.
- 10.2 The Customer will pay the charges within 28 days of the date of BT's invoice.
- 10.3 If BT does not receive payment by the due date, BT may charge the Customer:
- (a) any late payment charge as referred to in the Charges Schedule; and/or
- (b) daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 10.4 All charges will be invoiced and paid in pounds sterling unless otherwise stated in the Charges Schedule. Value Added Tax and any other applicable tax which is payable by the Customer will be added to BT's invoices as appropriate.
- 10.5 Unless the Contract expressly states otherwise:
- (a) the Customer will pay a connection charge for the Service, whether or not the provision of the Service involves the physical connection of or to BT Equipment or other apparatus; and
- (b) the Customer is responsible for and must pay the charges for the Service whether the Service is used by the Customer or someone else.
- 10.6 If BT is required to incur additional costs in order to make the Service available to the Customer (including without limitation costs associated with obtaining wayleaves or other permissions; construction not specified in the Service Schedule; costs arising because of changes to cable routing; and any other unforeseen costs arising out of the installation or connection of BT Equipment, Equipment or other apparatus), then BT may charge the Customer for such additional costs. Before incurring any additional costs, BT will use reasonable endeavours to inform the Customer of such costs and to obtain the Customer's consent to continue with the installation or connection of the BT Equipment or Equipment.
- 10.7 Charging will normally begin on the Operational Service Date or otherwise as set out in the applicable Service Schedule.
- 10.8 As part of its credit management procedures, BT may at any time:
- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; and/or

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- (b) carry out a credit vet of the Customer. The Customer agrees to provide BT with any information BT may reasonably require for this.
- 10.9 BT will send the bills to the address notified by the Customer to BT. Unless otherwise stated in the Charges Schedule, BT will send its first bill shortly after providing the Service, and then at regular intervals, Sometimes BT may send the Customer a bill at a different time.
- 10.10 If any sum owed by the Customer to BT under the Contract or any contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with BT.
- 10.11 If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If BT instructs an agency, the Customer must pay BT an additional sum. This will not exceed the reasonable costs BT has to pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.
- 10.12 BT may check the Customer's details with a fraud prevention agency. If the Customer provides information that BT reasonably believes to be false or incorrect and BT suspects fraud, BT may record this information with a fraud prevention agency. BT and other organisations may use and search this information.
- 11. LIMITATION OF LIABILITY**
- 11.1 BT accepts liability as set out in the Contract.
- 11.2 Neither the Customer nor BT excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 11.3 Unless otherwise expressly stated in the Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other direct loss which may arise in relation to the Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.
- 11.4 Unless otherwise expressly stated in the Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to the Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.
- 11.5 Subject to paragraph 11.2, 11.3 and 11.4, the Customer and BT accept liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss limited to £1 million for any one incident or series of related incidents and to £2 million for all incidents in any period of 12 months.
- 11.6 Paragraph 11.5 will not apply to any obligation to pay charges or to paragraph 7.3.
- 11.7 Each part of this paragraph operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.
- 11.8 The Customer is responsible for reviewing whether the Customer should enter into a business continuity insurance contract.
- 12. MATTERS BEYOND EITHER PARTY'S REASONABLE CONTROL**
- 12.1 If the Customer or BT is unable to perform, or is delayed in performing, any obligation under the Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, epidemic, pandemic, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central Government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.
- 12.2 BT will not be liable for failure to or delay in supply the Service if:
- (a) another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost; or
- (b) legal or regulatory restrictions are imposed that prevent BT from supplying the Service.

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- 12.3 If any of the events detailed in paragraph 9.1(a) or 9.1(b) continue for more than three months the Customer or BT may terminate the Contract in whole or part by written notice to the other.
13. **ESCALATION AND DISPUTE RESOLUTION**
- 13.1 If a dispute arises between the parties to this Contract, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:
- (a) a dispute which has not been settled by the Customer's representative and the BT representative within 7 days of the matter being raised, may be escalated by either party to the first level by written notice to the other party;
 - (b) if the dispute is not resolved at the first level within 7 days of escalation either party may refer the dispute to the second level.
- The parties representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other, from time to time.
- 13.2 If a dispute is not resolved after the procedures set out in paragraph 13.1 have been followed then, if the parties agree, the dispute will be referred to a mediator:
- (a) the mediator will be appointed by agreement of the parties. In the event of a failure to agree within 3 days of a proposal by one party, the mediator will be appointed by the Centre for Dispute Resolution (CEDR);
 - (b) within 14 days of the appointment of the mediator the parties will meet with the mediator in order to agree the procedure to be adopted for the negotiations;
 - (c) all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;
 - (d) if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them;
 - (e) if the parties are not prepared to agree to the dispute being referred to a mediator, or fail to reach agreement within 2 months of the mediator being appointed then either party may exercise any remedy that it has under this Contract.
14. **CANCELLING OR ENDING THE SERVICE OR THIS CONTRACT**
- 14.1 The Customer may cancel the Contract or the Service at any time before BT provides the Service. The Customer will pay BT the cancellation charge specified in the Charges Schedule.
- 14.2 The Contract or the Service may be ended by either party on 90 days written notice to the other unless otherwise stated in the Service Schedule.
- 14.3 If the Customer or BT ends the Contract or the Service during the Minimum Period the Customer will pay BT the termination charges as set out in the Charges Schedule. This paragraph will not apply if:
- (a) the Customer ends the Contract or Service during the Minimum Period because BT is in material breach of this Contract; or
 - (b) the Customer gives notice to end the Contract within three months of BT notifying the Customer of an increase to the charges or changes to the Conditions in either case to the Customer's significant detriment; or
 - (c) BT ends the Contract or the Service during the Minimum Period for convenience; or
 - (d) the Contract ends because paragraph 12.3 applies.
15. **BREACHES OF THIS CONTRACT**
- 15.1 Either party may terminate this Contract or the Service provided under it without notice if the other:
- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so. In this paragraph breach includes the Customers non-payment of any valid invoice by the due-date; or
 - (b) commits a material breach of this Contract which cannot be remedied; or
 - (c) is repeatedly in breach of this Contract; or

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- (d) is the subject of Bankruptcy, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over their assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.

15.2 If any of the events detailed in paragraph 15.1 occur because of the Customer, BT may suspend the Service without prejudice to its right to terminate this Contract. Where the Service is suspended under this paragraph the Customer must pay the charges for the Service until this Contract is terminated.

15.3 If this Contract is terminated by BT during the Minimum Period because of an event specified in paragraph 15.1 the Customer must pay BT the termination charges specified in the Charges Schedule.

15.4 If the Contract is terminated by the Customer because of an event specified in paragraph 15.1 no further charges will be payable by the Customer from the date of termination.

15.5 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

16. CHANGES TO THIS CONTRACT

16.1 BT can change the Contract (including the charges) at any time and will publish any change in line with paragraph 16.2.

16.2 Unless otherwise stated in the Service Schedule, BT will publish any changes to the Contract (including the charges) online at <http://www.redcare.bt.com/terms.asp> (or any other online address that BT may advise the Customer), and/or in accordance with paragraph 19 as follows:

- (a) for changes that are to the Customer's significant detriment, at least 14 days before the change is to take effect; and
- (b) for all other changes at least one day before the change is to take effect.

17. TRANSFER OF RIGHTS AND OBLIGATIONS

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

- (a) the Customer may transfer its rights or obligations or both to a Group Company with the written consent of BT, such consent not to be unreasonably withheld or delayed; and
- (b) BT may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

18. ENTIRE AGREEMENT

18.1 This Contract contains the whole agreement between the Customer and BT and replaces all previous written or oral agreements relating to its content.

18.2 The Customer and BT agree that:

- (a) they have not been induced to enter into this Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
- (b) in connection with this Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.
- (c) The terms of paragraph 18.2(a) and 18.2(b) will not affect the rights or remedies of the Customer and BT for any fraudulent misrepresentation.

19. NOTICES

Notices given under this Contract must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

- (a) to BT:
Attention: Service Operations
Manager,
BT redcare Vision
Monument Telephone Exchange
PP 4F
11-13 Great Tower Street
London EC3R 5EA

or any alternative address which BT notifies to the Customer;

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- (b) to the Customer at the Customer's registered address as listed in this Agreement or any alternative address which the Customer notifies to BT.

20. PREVENTION OF CORRUPTION

BT will not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done any action in relation to the obtaining or execution of this Contract or for showing any favour or disfavour to any person in relation to the Contract with the Customer.

21. RIGHTS OF THIRD PARTIES

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

22. SURVIVAL

Paragraphs 9.1, 9.2, 9.4 and 10.3 will survive the termination or expiry of this Contract for two years.

23. CUSTOMER'S INSTRUCTIONS

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

24. LAW

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