



# Conditions for Participation in the BT Approved Installer Scheme

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### 1. COMMENCEMENT

1.1 The Contract will commence on the date BT communicates its acceptance of the Installer onto the Scheme and will continue until ended by the Installer or BT in accordance with this Contract.

1.2 The Installer will join the Scheme on the Scheme Start Date.

### 2. PROVISION OF THE SCHEME

2.1 BT gives no undertakings to the Installer that it will be contacted by Users of the Scheme.

2.2 BT gives no undertakings to the Installer than any contact by a User will result in a sale.

2.3 BT will try to provide access to the Scheme by any date agreed with the Installer, but all dates are estimates.

2.4 BT will try to provide uninterrupted access to the Scheme, but the Installer understands and agrees that from time to time faults, including faults which may recur and have no identifiable cause (intermittent faults), may occur.

2.5 The Installer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Scheme.

2.6 In the event that the Installer is contacted by a User, and the Installer and User decide to enter into a contract for the provision of the Installer's products or services, then BT shall not be a party to that contract. Under no circumstances will BT be liable for the performance of that contract between the Installer and User. The Installer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a User or other third party as a result of the Installers acts or omissions.

2.7 Participation in the Scheme is only available to Installers that are BT Approved. In the event that the Installer fails to remain BT Approved at any time during the term of this Contract, then the Installer must notify BT immediately.

2.8 Participation in the Scheme is subject to the Installer:

- (a) acknowledging receipt of a lead(s) within two (2) Working Day's;
- (b) completing online confirmation that the lead has been actioned within five (5) Working Day's;
- (c) installing a Redcare signalling product, provided it is appropriate to do so, and only where the lead was provided by BT;

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- (d) registering the installation within five (5) Working Days from the date of installation; and
- (e) where requested to do so by BT, participate and contribute in a case study.

In the event that (a) to (e) is not complied with, then BT reserves the right (at its option) to remove the Installer from the Scheme.

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

3.1 The Scheme will not be used:

- (a) in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or BT's Acceptable Use Policy located at [www.bt.com/acceptableuse/](http://www.bt.com/acceptableuse/); or
- (b) fraudulently or in connection with a criminal offence or in any way that is unlawful and the Installer will make sure that this does not happen; or
- (c) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or
- (d) in any way BT considers to be or likely to be detrimental to BT, other Installers or Users.

3.2 The Installer will comply with BT's instructions regarding its participation in the Scheme.

#### **Security**

3.3 The Installer will be responsible for the proper use of User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.

3.4 If the Installer believes that any User Security Details are or are likely to be used in an unauthorised way, the Installer will inform BT immediately. The Installer will not change or attempt to change a user-name without BT's prior written agreement.

3.5 BT will not guarantee the security of the Scheme against unauthorised or unlawful access or use. If BT believes there will be or likely to be a breach of security or misuse of the Scheme BT may:

- (a) change and/or suspend the User Security Details (and notify the Installer that it has done this); or
- (b) require the Installer to change the User Security Details.

#### **Internet Access**

3.6 Where the Scheme allows access to the internet the Installer understands and agrees that the use of the internet is at the Installer's own risk.

#### **Scheme Content**

3.7 Where BT provides the Installer with access to Content on the Scheme, then the Installer's use of the Content will be at the Installer's own risk. The Installer understands and agrees that:-

- (a) the Content may change from time to time;

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- (b) the Content is protected by copyright, trademark, and other Intellectual Property Rights. The Installer will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (c) BT will not guarantee the accuracy or completeness of the Content;
- (b) some of the Content may have its own terms and conditions. These may be displayed online or elsewhere. If the Installer accesses this Content the Installer will keep to these terms and conditions; and
- (e) access to any Content provided on a subscription basis as part of the Scheme will cease when this Contract ends.

3.8 Depending on the Scheme, BT may provide the Installer with the means of storing or uploading Content. The Installer accepts that BT has no obligation to store Content or has any responsibility if stored Content is lost or deleted. The Installer is advised to duplicate Content it wishes to keep on other devices not connected to the Scheme.

### **Installer Content**

- 3.9 The Installer must provide BT with Installer Content.
- 3.10 It is the Installer's responsibility to make sure BT has accurate and up-to-date Installer Content.

### **Operational changes**

- 3.11 Occasionally, for operational reasons, including the provision of Scheme enhancements and/or software upgrades, BT may:-
- (a) change the performance or functionality of the Scheme, or the way BT provides the Scheme.
  - (b) interrupt or suspend the Scheme. If this happens BT will restore the Scheme as quickly as possible.

### **Indemnity**

- 3.12 The Installer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party because the Scheme is or has been used in breach of Clauses 3.1 to 3.5 and 3.7(b). BT will notify the Installer of any such claims or proceedings and keep the Installer informed as to the progress of such claims or proceedings.

### **Monitoring and recording calls**

- 3.13 BT may monitor and record its communications with the Installer, including e-mails and phone conversations. Information collected by BT may be used for training purposes, quality assurance, to record details about the Scheme, and in order to meet BT's legal and regulatory obligations generally. BT also records all calls to 999 or 112 services.

### **Installer Consent**

- 3.14 Unless the Installer advises BT otherwise, the Installer consents to BT and Users viewing the Installer Content for use in the Scheme. The Installer also agrees to receive marketing messages from BT via electronic means, telephone and direct mail. Details on how to tell BT to stop sending such messages can be found in BT's Privacy Policy at [www.bt.com](http://www.bt.com).

### **WEEE Regulations**

- 3.15 Where applicable, the Installer will:

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- (a) be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 (“the WEEE Regulations”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment (“WEEE”). BT and the Installer acknowledge that for the purposes of Regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
- (b) be responsible for any information recording or reporting obligations imposed by the WEEE Regulations; and
- (c) indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had the Installer fulfilled its express or implied obligations under this Clause or in connection with the WEEE Regulations. BT will notify the Installer of any such claims or proceedings and keep the Installer informed as to the progress of such claims or proceedings.

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

#### **General**

- 4.1 Charges for the Scheme will be as detailed in the Contract and calculated using the details recorded by BT. Unless otherwise stated, BT will bill charges in pounds sterling and the Installer will pay all charges in pounds sterling.
- 4.2 Unless Clause 4.4 applies, BT will send the bills to the address notified by the Installer to BT.
- 4.3 Where the Scheme is provided:
  - (a) on the basis that bills will only be available online; or
  - (b) the Installer has opted for online billing where it is available; and
  - (c) the Installer has not opted for its charges under the Contract to be included in its BT One Bill,  
  
BT will notify the Installer via the e-mail address provided by the Installer to BT at the time of applying for access to the Scheme that bills are available to view on-line. The Installer agrees to continually maintain the e-mail address as this will be the only means by which BT will inform the Installer that a bill is available to view. No paper copies of bills will be provided.
- 4.4 BT will hold bills online for a maximum of 15 months. If the Installer wishes to keep a record of bills for business use (VAT or other reasons) the bills may be printed or saved from the Installer’s internet browser.
- 4.5 The Installer will be liable for charges (if any) for the Scheme from the Scheme Start Date.
- 4.6 Unless otherwise agreed in writing, BT will send its first bill shortly after providing access to the Scheme, and then at regular intervals, usually every three months. Sometimes BT may send the Installer a bill at a different time
- 4.7 Unless otherwise stated, the Installer will pay:
  - (a) in advance for subscription, rental, and other recurring charges (including inclusive usage charges); and

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- (b) in arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges. Where possible the charges will appear on the Installer's next bill but sometimes there may be a delay.
- 4.8 All charges are exclusive of VAT which is chargeable at the applicable rate, unless otherwise stated. Early termination charges and cancellation charges will not be subject to VAT.
- 4.9 If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to BT under the Contract such withholding tax amounts will be borne and paid for by the Installer in addition to the sums due to BT. The Installer will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Installer.
- 4.10 As part of its credit management procedures, BT may at any time:
  - (a) require the Installer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; and/or
  - (b) carry out a credit vet of the Installer. The Installer will provide BT with any information BT may reasonably require for this.
- 4.11 Payment will be due on the date specified on the bill, unless otherwise stated.
- 4.12 The Installer will pay all charges by direct debit or monthly payment plan, unless otherwise advised by BT. The Installer will advise BT promptly of any changes to its bank details that may affect payment of the charges.
- 4.14 Payments made other than by direct debit or monthly payment plan will be collected by BT Payment Services Limited (a wholly owned subsidiary of BT) unless otherwise advised by BT. BT Payment Services Limited will levy a payment processing fee. This fee will be deducted from any money received before any payment is allocated against the charges for the Scheme.

### **Disputed Bills**

- 4.15 If the Installer disputes any charge on a bill the Installer will notify BT in writing within 6 months of the date of the bill with all relevant information. Where the disputed amount is:-
  - (a) less than 5% of the total bill, the Installer will pay the full amount of the bill; or
  - (b) more than 5% of the total bill, the Installer will pay the amount not in dispute.

Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

### **Late Payment**

- 4.16 If payment is not received by the due date, BT may charge the Installer daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank, compounded daily, for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 4.17 BT may instruct a debt collection agency to collect payment of any unpaid bill(s) (including any interest and/or late payment charges) on its behalf. If BT instructs an agency, the Installer will pay BT an additional sum. This will not exceed the reasonable costs BT will pay to the agency, who will add the sum to the Installer's outstanding debt on BT's behalf.
- 4.18 If any sum owed by the Installer 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 Installer under the Contract or any other contract with BT.

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## **Fraud Prevention**

- 4.19 BT may check the Installer's details with a fraud prevention agency. If the Installer 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.

## **5. CHANGING THE CONTRACT**

- 5.1 BT may change the Contract (including the charges) at any time and will notify the Installer of any change in accordance with paragraph 5.2.
- 5.2 BT will publish any changes to the Contract (including the charges) online at [www.redcare.bt.com](http://www.redcare.bt.com) (or any other online address that BT may advise the Installer) or, at its discretion, notify Installers in writing (including by email), as follows:
- (a) for changes that are to the Installer's significant detriment, at least one month before the change is to take effect; and
  - (b) for all other changes at least one day before the change is to take effect.
- 5.3 Where the change is to the Installer's significant detriment the Installer may give BT notice in accordance with Clause 6.2 to end the Contract:
- (a) within one month of the date of notification where BT has notified the Installer in writing of the change; or
  - (b) within 3 months of the date of notification where BT has notified changes online at [www.redcare.bt.com](http://www.redcare.bt.com) (or any other online address that BT may advise the Installer) and has not notified the Installer in writing.

## **6. ENDING THE CONTRACT**

- 6.1 The Contract or the Scheme may be ended by either party on 14 days written notice to the other.
- 6.2 The Installer may end the Contract if:
- (a) BT materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Installer to do so; or
  - (b) BT ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.
- 6.3 BT may suspend the Scheme or end the Contract, or both, at any time without notice if:
- (a) the Installer breaches the Contract or any other contract that the Installer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so. In this Clause breach includes non-payment of any valid invoice by the due date; or
  - (b) BT reasonably believes that the Scheme is being used in a way forbidden by Clauses 3.1 to 3.5 and 3.7 (b). This will apply even if the Installer is unaware that the Scheme is being used in such a way; or

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- (c) the Installer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law
- (d) Its supplier ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law
- (e) The Installer at any time during the term of the Contract ceases to become BT Approved.

The Installer will continue to pay the charges during any period of suspension.

### **Consequences of ending the Contract**

- 6.4 If the Contract ends BT will refund any money owed to the Installer after first deducting any money due to BT under this Contract or any other contract that BT has with the Installer.
- 6.5 If the Contract ends, BT may delete all Installer Content including emails stored on the Scheme. BT recommends that the Installer saves copies of information the Installer wishes to keep on other devices not connected with the Scheme.

### **7. LIMITATION OF LIABILITY**

- 7.1 Neither the Installer or BT excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law.
- 7.2 Subject to Clauses 7.1 and 7.4, the Installer and BT's liability to the other under or in connection with the Contract for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months will be limited to £10,000.
- 7.3 Neither the Installer or BT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage for:
  - (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
  - (a) any indirect or consequential loss or damage whatsoever.
- 7.4 Nothing in this Clause 7 or in the Contract excludes or limits the Installer's liability to pay (without set off) the charges.
- 7.5 The limitations of liability referred to in Clauses 7.2 and 7.3 above will not apply in respect of claims brought under Clause 3.12.

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7.6 Each part of this Clause 7 will operate separately. If any part of the Clause is held by a Court to be unreasonable or inapplicable the rest of the Clause will continue to apply.

7.7 The Installer is advised to obtain its own business continuity insurance.

## 8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

### Intellectual Property

8.1 All Intellectual Property Rights whether pre-existing or created by the Installer or BT during or arising from the performance of the Contract will remain the absolute property of that party or its licensors.

8.2 If Software is provided to enable the Installer to receive and use the Scheme, BT will grant the Installer a, non-transferable and non-exclusive licence to use the Software in object code form solely as necessary for receipt of the Scheme and solely in accordance with the Contract and the applicable documentation. The term of any licence granted by BT under this Clause is co-terminous with the term of this Contract.

8.3 If the Scheme provides the Installer with Software licensed by third parties who require the Installer to accept their terms of use, the Installer will keep to those terms.

8.4 Except as permitted by applicable law or as expressly permitted under the Contract the Installer agrees not to copy, de-compile or modify any Software, or knowingly permit anyone else to do so.

8.5 If the Scheme becomes, or BT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights BT, at its option and expense, may:

- (a) secure for the Installer a right of continued use; or
- (b) modify or replace the Scheme so that it is no longer infringing, provided that modification or replacement will not materially affect the performance of the Scheme.

### Confidentiality

8.6 Subject to Clause 8.9 BT and the Installer will keep in confidence all Confidential Information, obtained under or in connection with the Contract and will not disclose it to any party other than in confidence to:

- (a) their employees or employees of their Group Companies; or
- (b) their professional advisers; or
- (c) in the case of BT, employees of their subcontractors

who have a need to know such Confidential Information and to the extent necessary for performance of the Contract or use of the Scheme.

8.7 Clause 8.8 will not apply to information which is:

- (a) in the public domain other than through a breach of the Contract; or
- (b) in the possession of the Installer or BT without confidentiality restriction before disclosure under the Contract; or
- (c) obtained from a third party who has a lawful right to disclose it; or
- (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Contract.



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- 8.8 If either BT or the Installer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:
- (a) satisfied itself that the demand is lawful;
  - (b) given the other party the maximum written notice permissible under the demand in which to make representations; and
  - (c) marked the required information as the Confidential Information of the other party.
- 8.9 The Installer and BT acknowledge that breach of Clauses 8.8 to 8.10 may cause irreparable harm for which damages may not be an adequate remedy and that injunctive relief may be available for such breach.
- 8.10 Information BT holds about the Installer 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.
- 8.11 Where the Freedom of Information Act 2000 applies to the Installer and the Installer receives a request under the Act that includes any information held by the Installer that was provided by BT in connection with the Contract the Installer will:-
- (a) notify BT immediately of the request; and
  - (b) give BT at least five Working Days to make representations.

## **9. GENERAL TERMS**

### **Matters Beyond Reasonable Control**

- 9.1 (a) If the Installer or BT is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the Installer or BT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.
- (b) BT will not be liable for failure to or delay in supplying the Scheme if:
- (i) another supplier delays or refuses the supply of an electronic communications Scheme to BT and no alternative Scheme is available at reasonable cost; or
  - (ii) legal or regulatory restrictions are imposed that prevent BT from supplying the Scheme.
- (c) If any of the events detailed in Clauses 9.1(a) or 9.1(b) materially affects the performance of the Contract and continues for more than three months then the Installer or BT may terminate the Contract in whole or part by written notice to the other.

### **Escalation and Dispute Resolution**

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- 9.2 (a) BT will try to work through any complaint or dispute that the Installer may have with BT. If the matter is not resolved then the Installer may refer it:
- (i) where appropriate, in accordance with the details set out in BT's Installer Complaints Code located at [www.bt.com/complaintscode](http://www.bt.com/complaintscode), copies of which are available on request; and
  - (ii) otherwise, as set out in Clause 9.2(b) below.
- (b) Any dispute will be raised in writing with the Installer's or BT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Installer and BT will use reasonable endeavours to resolve any dispute as follows:
- (i) a dispute which has not been resolved by the Installer's or BT's representative within 14 days of being raised may be referred by the Installer or BT to the first level by written notice to the other; and
  - (ii) if the dispute is not resolved at the first level within 14 days of referral, the Installer or BT may refer the dispute to the second level by written notice to the other.
- The Installer's and BT's representatives at the first and second levels will be as notified by the Installer and BT to the other from time to time.
- (c) If the dispute is not resolved after the procedures detailed in Clause 9.2 (b) have been followed then the parties agree to consider resolving the dispute by an Alternative Dispute Resolution (ADR) mechanism, including but not limited to:
- (i) early neutral evaluation in accordance with the IDRS (Dispute Resolution Services) Model Early Neutral Evaluation Procedure; or
  - (ii) expert non-binding determination in accordance with the IDRS Cost-Controlled Expert Determination Procedure; or
  - (iii) mediation in accordance with the IDRS Cost-Controlled Mediation Procedure.
- (d) Any ADR will be conducted in London and in the English language.
- (e) Nothing in this Clause 9.2 will prevent the Installer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

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

- 9.3 The Installer 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 Installer 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 Installer that it has done so.

### **Severability**

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

### **Survival**

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- 9.5 Clauses 4.16, 4.17, 7, and 8.6 to 8.11 will survive the termination or expiry of this Contract for two years.

### **Entire Agreement**

- 9.6 (a) The Contract contains the entire agreement between the Installer and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Installer and BT, whether written or oral relating to its subject matter.
- (b) The Installer and BT each agree that in entering into the Contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those contained in the Contract.
- (c) Nothing in this Clause 9.6 will exclude or restrict the liability of either the Installer or BT to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

### **Waiver**

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

### **Rights of Third Parties**

- 9.8 The Contract will not create any right enforceable by any party who is not the Installer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this will not affect any right or remedy of a Third Party which exists or is available apart from that Act.

### **Notices**

- 9.9 Notices given under the Contract will be in writing and delivered by hand, email or first class post to the following addresses unless otherwise stated in the Contract:
- (a) to BT at the address shown on the bill or any address which BT provides to the Installer for this purpose; or
- (b) to the Installer at any one or more of the following: the address to which the Installer asks BT to send bills or the address of the Site or the Installer's primary email address or if the Installer is a limited company, its registered office.
- 9.10 A notice will be duly served:
- (a) if delivered by hand, at the time of delivery;
- (b) if sent by first-class post, three (3) Working Days after the date of posting; and
- (c) if sent by e-mail, at the time of successful transmission.
- 9.11 The Installer will inform BT immediately if there is any change to any of the contact information the Installer provided to BT.

### **Law and Jurisdiction**

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- 9.12 The Contract will be governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

## Data Protection

- 9.13 The Installer and BT will comply with their respective obligations under the Data Protection Act 1998 (DPA). Where one party transfers personal data (as defined by the DPA) to the other for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of the Contract; will take measures to keep it secure; and, where it transfers personal data outside the European Economic Area (EEA) or to any subcontractors, to ensure that it is adequately protected.

## Installer's Instructions

- 9.14 BT may take instructions from a party whom it thinks, with good reason, is acting with the Installer's permission.

## 10. DEFINITIONS

- 10.1 Unless the context requires otherwise capitalised terms used in this Contract will have the following meanings

**BT Approved** means that the Installer must hold (and maintain) during the term of this Contract a valid accreditation with the NSI (National Security Inspectorate) and/or the SSAIB (Security Systems and Alarms Inspection Board) and must provide BT with a copy of the accreditation certificate(s) upon request.

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

**Conditions** mean these Conditions for the participation by the Installer in the BT Approved Installer Scheme.

**Confidential Information** means any information (including know-how, trade secrets, software or data) of a confidential nature which is obtained under the Contract whether such information is in written, oral or any other form and whether or not marked as confidential.

**Content** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material provided for the purposes of the Scheme, but not Installer Content.

**Contract** means this agreement between BT and the Installer comprising the following documents and, unless otherwise stated in the Conditions, in the following order of precedence:

the order/registration form;

the Charges Schedule (if any);

the Conditions;

and any other documents expressly incorporated by any of these documents or by agreement between the Installer and BT.

**Installer** means the party with whom BT contracts to allow participation in the Scheme.

**Installer Content** means Installer's full company name and address, geographical operation details, (including, where applicable, 'personal data' as defined under the Data Protection Act 1998) and details of which Alarm Receiving Centre(s) the Installer connects to and, where applicable, any applications, data, information (including emails), video, graphics, sound, music, photographs,

## ***Conditions for Participation in the BT Approved Installer Scheme***

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software or any other material provided by the Installer to BT for the purposes and use of the Scheme.

**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 of the Companies Act 2006.

**Intellectual Property Right(s)** means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

**Scheme** means the operation of a publicly available website by BT, enabling BT Approved Installers to be contacted by Users.

**Scheme Start Date** means the date on which BT communicates its acceptance of the Installer onto the Scheme.

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

**User(s)** means any company or individual who may contact the Installer through the Scheme.

**User Security Details** means any IDs, user names, personal identification numbers and passwords.

**Working Day** means any day between Monday and Friday, excluding UK bank and public holidays.