



Agreement for Customer Owned Wiring

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1. INTERPRETATION

1.1 This Agreement shall apply to the provision of the Service by BT to the End User to the exclusion of all others written or verbal representations, statements, or agreements

1.2 In this Agreement and in relation to any Charges determined in accordance with them, the following expressions have the meanings respectively assigned to them.

"Agreement" means this Agreement, the relevant sections of the Price List and the Contract Form;

"BT" means British Telecommunications Plc;

"Communications Provider" means either:

- (a) A Public Electronic Communications Network (PECN) Provider; or
- (b) A Public Electronic Communications Service (PECS) Provider.

"Charges" means all applicable charges arising by virtue of the provision of the Service as described in the Price List;

["Code of Practice for Consumers and Small Businesses"](#) means the document containing BT's code of practice for residential customers and small businesses as seen at:

<http://www.btplc.com/Thegroup/Regulatoryinformation/Codeofpractice/Consumercodeofpractice/ConsumerCodeofPractice.htm>

"Contract Form" means the form signed by the End User and BT to enter into this Agreement;

"End User" means a person taking the Service, but excluding a Communications Provider;

"End User Apparatus" means the telecommunications equipment (including internal wiring and sockets) serving the End User's Premises;

"End User's Premises" means buildings or dwellings that are individually identifiable and separately registered for council tax or business rates payable to local councils in the United Kingdom. End User's Premises exclude non-served premises (unless expressly agreed by BT in writing);

"Force Majeure" means a matter beyond a party's reasonable control including, but not limited to:

- (a) act of God;
- (b) lightning;
- (c) flood;
- (d) exceptionally severe weather;

- (e) subsidence;
- (f) fire;
- (g) explosion;
- (h) war;
- (i) civil disorder;
- (j) acts of terrorism;
- (k) nuclear, biological or chemical incident;
- (l) national or local emergency;
- (m) statutory obligation;
- (n) industrial disputes (including industrial disputes involving that party's own employees, provided that such party has taken all reasonable steps to prevent and or resolve such industrial disputes from arising);
- (o) delay or failure of that party's supplier(s);
- (p) delay or failure or rationing of energy supplies;
- (q) acts or omissions of local or of central government or of other competent authorities;
- (r) acts or omissions of persons for whom a party is not responsible; or
- (s) acts of animals
- any other cause whether similar or dissimilar outside its reasonable control.
- "Network Termination Point" means the end point of the network cable located either at:
- (a) the point at which the network cable arrives on the exterior of the End User's Premises no lower than 40cm but no higher than 1.5m above ground level; or
- (b) within 3m of the entry of the network cable into the End User's Premises, or the first reasonably available point on the network cable up to a maximum duration of one hour's work from the time the BT engineer commences work on arrival at the End User's Premises provided that the one hour's work will only be undertaken to the extent necessary for engineering or safety reasons.
- The Network Termination Point will comprise one of the following:
1. An External Network Termination Equipment ("NTE"); or
 2. A single or multi-line internal NTE; or
 3. A single or multi-line termination box (Distribution Point); or
 4. A frame; or
 5. A temporary cap.
- "Price List" means the document containing a list of BT's charges and terms which apply to the Service and which can be seen at: http://www.openreach.co.uk/orpg/pricing/cpp/downloads/ORPLCOM_TRC.htm and any other online address that BT may advise the End User;
- "Service" means BT's provision and installation of copper wire beyond the Network Termination Point at the End User's Premises; and
- "Term" means the term that shall commence on the date the Contract Form is accepted and signed by duly authorised representatives of BT and the End User and shall continue for twelve (12) months.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 All definitions, notes, terms and conditions set out in the Price List form part of this Agreement in the appropriate circumstances.
- 1.5 If and to the extent of any inconsistency between this Agreement and the Price List and the Contract Form, this Agreement shall prevail.
- 1.6 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.



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1.7 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.8 The terms "party" or "the parties" shall mean BT and/or the End User.

2. THE SERVICE AND TERM

2.1 The Agreement shall commence on the date that the Contract Form is accepted and signed by duly authorised representatives of BT and the End User and shall continue for the Term.

2.2 BT will provide the Service in accordance with this Agreement.

2.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider, including determining how best to provide the Service.

2.4 All warranties, conditions or terms not set out in this Agreement and which would otherwise be implied or incorporated into this Agreement by statute, common law or otherwise are hereby excluded to the maximum extent permitted by law.

3. END USER'S OBLIGATIONS

The End User will:-

- (a) allow BT full and convenient access to the End User's Premises and the End User's Apparatus at all reasonable times, and provide adequate working space and facilities;
- (b) co-operate in diagnosing faults;
- (c) maintain and make available to BT any manufacturers or other documentation necessary for the repair of the End User's Apparatus;
- (d) in relation to the End User's Premises, obtain all necessary consents, including for example, consents for any necessary alterations to buildings or premises, permission to cross land or permission to put BT Equipment on the End User's Premises; and
- (e) take all reasonable and proper precautions to protect the health and

safety of the BT personnel while at the End User's Premises.

4. END USER'S APPARATUS

4.1 BT will (subject to clause 4.2) attempt to return the End User's Apparatus to working order by the method appearing to BT to be the most economical, and may remove all or part of the End User's Apparatus for repair.

4.2 Where in the opinion of BT, the End User's Apparatus is beyond economic repair, or would require work greatly in excess of that usually needed for the repair of equipment of its type, or that Service cannot be provided because all or part of the End User's Apparatus cannot be replaced, maintained or repaired for any other reason BT may decline to provide Service.

5. CHARGES

5.1 The End User shall pay on demand the Charges arising by virtue of the provision of the Service as described in the Price List.

5.2 The End User will pay the Charges by cheque or electronic transfer within 28 days of the date of BT's invoice.

6. DISPUTE RESOLUTION

BT will try to work through any disputes that the End User may have with it. However, if BT cannot do this, the End User may refer the matter to any relevant service which sorts out disputes. Details of these, and of how to refer a dispute, are set out in our [Code of Practice for Consumers and Small Businesses](#).

7. LIMITATION OF LIABILITY

7.1 Neither party excludes or restricts its liability under this Agreement for death or personal injury caused by its own negligence or negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

7.2 Subject to any express terms and conditions of this Agreement to the contrary neither party shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of:

- (a) revenue;
- (b) time;
- (c) anticipated savings;
- (d) anticipated profits
- (e) anticipated revenue;
- (f) opportunity;
- (g) data;
- (h) use of anything;
- (i) business;
- (j) from wasted expenditure; or
- (k) from business interruption.

or for any other direct loss which may arise out of or in relation to this Agreement.

7.3 In relation to any liability arising out of or in relation to this Agreement, each party's liability to the other for any one incident or series of connected incidents in contract, tort (including negligence), for breach of statutory duty or otherwise for direct loss of profits is limited to the greater of:

- (a) £100,000; or
- (b) 105% of the total of all Charges due to BT by the End User for the events giving rise to the loss under this Agreement in any twelve month period

Up to a total maximum of £500,000.

7.4 Neither party shall be liable to the other in contract, tort (including negligence), breach of statutory duty, by reason of misrepresentation or otherwise for indirect or consequential loss of:

- (a) profit;
- (b) revenue;
- (c) time;
- (d) anticipated savings;
- (e) anticipated profits;
- (f) anticipated revenue;
- (g) opportunity;
- (h) data;
- (i) use;
- (j) business; or
- (k) from wasted expenditure;
- (l) from physical damage to tangible property;
- (m) from business interruption; or

(n) incurred as a result of having the Service completed to a similar standard by a third party;

or from any other indirect or consequential loss or punitive damages howsoever caused which may arise out of or in relation to this Agreement.

7.5 Each part of each provision excluding or limiting liability operates separately. If any provision (or part thereof) is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

7.6 This clause 7 shall continue in force after the termination or expiry of this Agreement.

8. MATTERS BEYOND OUR REASONABLE CONTROL

8.1 If either party is unable to do or delayed in doing what it has agreed under this Agreement because of a matter beyond their reasonable control then the party affected shall have no liability to the other for that delay or failure to perform.

8.2 If as a result of a matter beyond reasonable control, the affected party is unable to do or is delayed in doing what it has agreed under this Agreement, it shall continue performing those obligations under this Agreement that are not affected and in performing those obligations shall use reasonable efforts to deploy its resources.

8.3 If the affected party is unable to do or delayed in doing what it has agreed under this Agreement because of a matter beyond their reasonable control the other party shall be released to the equivalent extent from its obligation to make payment for such services or facilities or complying with its obligation in relation to them.

9. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



10. **DATA PROTECTION**

BT will use, transfer and process the End User's data for the purpose of providing the Service.

11. **GENERAL**

11.1 This Agreement is governed by, and construed in accordance with the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts