

# Venue Wi-Fi Service Schedule to the General Terms (Single Premises)

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## Contract Structure

The terms for the Venue Wi-Fi Service are set out in this Schedule to the General Terms, the General Terms and the Primary KCI (together referred to as the "Contract"). Words that are capitalised but have not been defined in Part E of this Schedule have the meanings given to them in the General Terms.

The following terms and conditions apply (where applicable) with respect to the Venue Wi-Fi Services. For the avoidance of doubt, the terms and conditions contained within sections a-d below, and any associated Secondary Correspondence shall not supersede the Schedule and Primary KCI, and in the event of any conflict, the Schedule and Primary KCI shall prevail:

- a. BT Business Broadband Product including Hybrid Connect-  
[https://business.bt.com/content/dam/terms/broadband/BTL\\_BTBPBS\\_BsnssBrdbnd\(BB5\)SprfstUltrfst\\_Sch\\_published7October2019.pdf](https://business.bt.com/content/dam/terms/broadband/BTL_BTBPBS_BsnssBrdbnd(BB5)SprfstUltrfst_Sch_published7October2019.pdf)
- b. Value Added Service Annex to the BT Business Broadband Product terms -  
[https://business.bt.com/content/dam/terms/broadband/BTL\\_BTBPBS\\_BsnssBrdbndSprfstUltrfst\\_VASAnnx\\_published26Nov2018.pdf](https://business.bt.com/content/dam/terms/broadband/BTL_BTBPBS_BsnssBrdbndSprfstUltrfst_VASAnnx_published26Nov2018.pdf)
- c. BT Business Standard PSTN line - [https://business.bt.com/content/dam/terms/calls-lines/BTL\\_BTBPBS\\_TelephoneServcs\\_Sch\\_published1March2019.pdf](https://business.bt.com/content/dam/terms/calls-lines/BTL_BTBPBS_TelephoneServcs_Sch_published1March2019.pdf)
- d. BT Business Call Essentials Package - [https://business.bt.com/content/dam/terms/calls-lines-packages/BTL\\_BTBPBS\\_CallEssentialsAnx\\_published01October2018.pdf](https://business.bt.com/content/dam/terms/calls-lines-packages/BTL_BTBPBS_CallEssentialsAnx_published01October2018.pdf)

## Part A – The Venue Wi-Fi Service

### 1 Service Provision

Provision of Venue Wi-Fi Service and BT Equipment listed below, including installation (with the exception of (a) and (b)):

- (a) BT Business Smart Hub
- (b) Hybrid Connect Device
- (c) (Up to 3) x Access Point(s)
- (d) Switch
- (e) BT Equipment installation and testing during Business Hours
- (f) BT Superfast Enhanced Business Broadband OR BT Broadband Enhanced Business Broadband (dependant on availability)
- (g) A Business Call Essentials package
- (h) Access to Insight and Engagement Tool (Purple Portal)
- (i) BT Wi-Fi Protect content filtering
- (j) The Venue Wi-Fi service
- (k) PSTN Line

### 2 The Service Options

#### 2.1.1 Landing Page and End-User Registration

- i. The Offline Page comprises the BT Mark and end-user terms and conditions. BT may update the BT Mark at any time in its sole discretion.
- ii. The Customer will have a choice between 4 template pages:
  - Beer
  - Food
  - Premium Drink

- Sport
  - iii. Customer content will comprise of the Customer site name and welcome message, which will be placed on the Offline Page in accordance with BT's pre-designed templates;
  - iv. The Customer can choose whether the Online Page will be a page comprising the BT Mark, Customer site name and welcome message, and in accordance with BT's pre-designed templates; or they can opt to redirect users to a web URL of their choice;
  - v. Users will be able to choose to log-on using either of the log-in methods as specified in 2.3.4;
  - vi. Users will be asked to agree that the Customer can send them information for marketing and promotional purposes before signing into the service. Agreeing to marketing is not mandatory.
- 2.1.2 Links or services made available on the Online Page may be subject to specific terms of use, which will be made available to the User on the Online Page, via:
  - (a) BT's User Conditions; and/or
  - (b) The third party web page providing the service.
- 2.1.3 BT will not withdraw the Offline Page or Online Page without prior agreement from the Customer but will, at its sole discretion, have the right to add or withdraw services (including advertising) or any of the Links included within the Online Page.
- 2.1.4 The User will not have to log in to the Venue Wi-Fi Service to access the Offline Page.
- 2.1.5 BT will provide the Venue Wi-Fi Service in accordance with the Privacy Policy, Acceptable Use Policy, fair use policy and traffic management policy found at <http://www.btwifi.com/terms-and-conditions/>. BT reserves the right to change these policies from time to time.

## 2.2 Insights and Engagement Service

- 2.2.1 This Service is provided in conjunction with Purple Wifi Ltd, company incorporated in England and Wales (registered no. 06444980) having its registered office at Meadowbank Offices Junction 22 Business Park, Tweedale Way, Chadderton, Oldham, England, OL9 8EH.

## 2.3 Automatic Log-in Service – Customer Only Marketing Consent

- 2.3.1. The Automatic Log-In Service enables the User to register once for access to the Venue Wi-Fi Service, which then allows the User to automatically access the Venue Wi-Fi Service when visiting an Auto Log-In Site.
- 2.3.2. The Automatic Log-In Service can only be provided at an Auto Log-In Site once the BT Equipment has been installed and commissioned at that Premises.
- 2.3.3. Once the User's Venue Wi-Fi compatible device is connected to the BT Equipment at the Premises, an Offline Page will enable the User to register for access to the Venue Wi-Fi Service as set out as follows:

**Data capture** - The Venue Wi-Fi compatible devices MAC Address is captured and the User's personal details are requested as part of registration process. Upon completing the registration process (2.3.6) the User's personal details and the Venue Wi-Fi compatible device MAC Address will be stored on the Core Network. The User will only be required to accept the terms and conditions on first time registration and will not have to accept these the next time they visit an Auto Log-In Site.

Each time a Registered User visits an Auto Log-In Site they can connect their Venue Wi-Fi compatible device to the Public SSID. The Core Network will recognise the Venue Wi-Fi compatible device MAC Address and allow access to the Venue Wi-Fi Service. The Registered User may see a webpage confirming that they are logged in or may go straight to the Internet.

- 2.3.4 The Insights and Engagement Service will enable the User to register for WiFi via the Purple Portal for access to the Venue Wi-Fi Service through Social Sign in or standard Registration
  - (a) Registration form:
    - Name
    - Age
    - Gender

- Email Address
- Consent to use the data
- Consent/non-consent to being contacted for marketing purposes.

(b) Facebook sign-on

2.3.5 BT will provide an Offline Page(s) [and one Online Page] that can be accessed by Users at the Premises as set out below.

2.3.6 When Registering for Wifi a User will be:

- (a) Informed that their data will be used in order to provide the WiFi and to provide personalised marketing (if consent is given);
- (b) Informed that their data will be processed in accordance with BT's privacy policy which is found on <http://www.btwifi.co.uk/terms-and-conditions> and the Customer's privacy policy which will be found on the User journey;
- (c) Asked if they consent to the Customer using sending them personalised marketing communications;
- (d) Asked to accept the terms of service;
- (e) Informed that if they use social sign on, the Customer will have access to all public elements of their social media profile; and
- (f) Informed that BT will send them a service message outlining the details of the User's account with Purple.

2.3.7 If the User does not accept the terms of service, the registration portal will close and no data on the User will be captured.

2.3.8 A service email will be sent from BT to the User with a link to the Purple online portal (the "Purple Portal") which will contain all of the information that is stored in relation to Purple WiFi visits .

- (a) As this is a service message the User cannot opt out of it.
- (b) Within this Purple Portal a User can access and update all permissions they have given to all Users logged onto via Purple and can request all or some of their data be deleted.
- (c) The Customer does is not able to influence this stage of the sign up process.

2.3.9 Customer gains access to the User data that is captured upon registration by accessing the Purple Portal. The Customer will only be able to action some elements of Portal functionality (ie, marketing and engagement) if the customer has provided marketing consent.

2.3.10 Each Party will process personal data in accordance with Data Protection Legislation. BT will manage the User Data in accordance with its privacy policy found on <http://www.btwifi.co.uk/terms-and-conditions>, and the Customer will manage data in accordance with its privacy policy, which it will provide to BT as soon as reasonably practicable and before the Offline Page goes live. If the respective policies of BT and the Customer change then the party who is implementing a change to their privacy policy will notify the other party in writing as soon as reasonably practicable.

2.3.11 All User personal data is stored securely and deleted after 13 months of inactivity or as instructed by BT or the end User.

2.3.12 BT and the Customer will not sell the User Data, without first gaining written permission from the User.

2.3.13 The Customer and BT will each act as individual Controllers when using the User Data.

## 2.4 Protect Service

2.4.1 The Protect Service will block Users from accessing filtered websites when using the Venue Wi-Fi Service. BT will determine, at its sole discretion, which websites will be blocked.

2.4.2 The following content categories will be filtered:-

- (a) Adult and pornography;
- (b) Illegal;
- (c) Abused Drugs;
- (d) Marijuana;
- (e) Hacking;
- (f) Hate and Racism;

- (g) Violence;
- (h) Weapons.

2.4.3 Any User attempting to access a filtered website when using the Venue Wi-Fi Service at a Premises will have the browser on their Wi-Fi compatible device redirected to a new webpage ("**Redirect Page**") where they will see a message which provides:

- (a) notification to the User that the type of website they were trying to access has been blocked;
- (b) a brief explanation of why that website is being blocked; and
- (c) the ability to promote why this website does not fall in line with BT brand values or corporate social responsibility policy.

2.4.4 BT will complete the policy based routing of Internet traffic into the Protect Service servers, where filtered website blocking can be applied. The Protect Service servers will be installed by BT in its Core Network which provides the Venue Wi-Fi Service:

2.4.5 Provision of the Protect Service is included in the Charges.

2.4.6 BT reserves the right to suspend or withdraw the Protect Service at its sole discretion for reasons including:

- (a) ensuring that the Internet connectivity is not adversely affected at a Premises;
- (b) where the Protect Service receives negative/adverse publicity;
- (c) changes (including anticipated changes) in Applicable Law; and
- (d) to reflect advice published by the UK Government or regulatory bodies in the UK.

## 2.5 Reporting

BT will provide the Customer with access to the Purple Portal(s) which will provide information that includes:

- (a) New vs. Returning unique users
- (b) User session duration - (Dwell Time)
- (c) Device type & OS
- (d) Concurrent users
- (e) Languages
- (f) Data Usage - (Up & Download)
- (g) Anonymised repeat visits
- (h) Unique users - (including visits to other sites in an estate)
- (i) Bandwidth Utilisation
- (j) Registration Method - (demographic split)
- (k) User data captured in the registration fields of those users that have completed the registration at sites
- (l) Total Registrations

## 3 Service Management Boundary

3.1 BT will provide and manage the Wi-Fi Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the router ("**Service Management Boundary**").

3.2 BT will have no responsibility for the Wi-Fi Service outside the Service Management Boundary.

3.3 BT does not make any representations, whether express or implied, about whether the Wi-Fi Service will operate in combination with any Customer Equipment or other equipment and software that is not provided by BT.

## 4 Equipment

### 4.1 Use of BT Equipment

In relation to BT Equipment, and until title in any BT Equipment transfers to the Customer in accordance with Paragraph 4.2, the Customer will:

- 4.1.1 keep the BT Equipment safe and without risk to health;

- 4.1.2 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 4.1.3 not move the BT Equipment or any part of it from the Premises without BT's written consent;
- 4.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;
- 4.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 4.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 4.1.7 not claim to be owner of the BT Equipment and ensure that the owner of the Premises will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Premises;
- 4.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 4.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from the Customer's use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 4.1.10 ensure that the BT Equipment appears in BT's name in the Customer's accounting books;
- 4.1.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to the Customer, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 4.1.12 notify any interested third parties that BT owns the BT Equipment.

## 4.2 Transfer of Title

- 4.2.1 BT Equipment will remain BT's property at all times during the Contract and risk in BT Equipment will pass to the Customer upon delivery, whether or not the BT Equipment has been installed.
- 4.2.2 Title in the BT Equipment (excluding any associated Intellectual Property Rights) will transfer to the Customer when the Contract comes to an end for a fee of £1.00 payable to BT and the Customer will be responsible for disposal under Paragraph 4.3.

## 4.3 WEEE Regulations

- 4.3.1 Customer will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") 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**").
- 4.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 4.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 4.3.3 Customer will comply with any information recording or reporting obligations imposed by the WEEE Directive.

## 5. Invoicing

BT may invoice the Customer for any of the following Charges in addition to those set out in the Primary KCI:

- i. Charges for investigating Incidents including where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- ii. Charges for commissioning the Venue Wi-Fi Service in accordance with Paragraph 14.2 outside of Business Hours;
- iii. Charges for expediting provision of the Venue Wi-Fi Service at the Customer's request;
- iv. Charges for on-site visits for rectifying issues not caused by BT;
- v. Charges for changes to a Venue Wi-Fi Service prior to the Service Start Date because the Customer has given BT incomplete or inaccurate information;
- vi. Installation Charges not covered by the Standard Installation; and
- vii. Any Additional Charges

## 6. Term and Termination

6.1 At the end of the Minimum Period of Service, unless either Party gives Notice to the other of an intention to terminate, the Service will renew on a month to month basis unless otherwise mutually agreed to by the Parties. BT will continue to provide the Service and the Parties will continue to perform each of its obligations in accordance with the Contract.

6.2 Customer may terminate the Service:

- (a) if BT has given Customer notice of a variation of such Service under Paragraph 9, provided that this causes a materially detrimental impact to Customer's business at the Premises and provided that Customer provide BT with a termination notice within thirty (30) days of BT notifying Customer of the variation. A termination notice validly served under this Paragraph 6.2(a) will take effect on the later of (i) the date the applicable variation comes into effect and (ii) the termination date stated in the termination notice (provided that this is at least thirty (30) days after the date of the notice); or
- (b) at any time in its entirety, for convenience, by providing BT at least thirty (30) days' prior written notice, and where Customer terminates a Service before expiry of its Minimum Period then BT will be entitled to claim Early Termination Charges under Paragraph 7.

6.3 BT may terminate (or suspend, at its sole discretion and without affecting BT's rights to terminate) the Service immediately by providing written notice to Customer, and without further liability on BT's part (to provide the affected Service, to refund Customer, or otherwise):

- (a) if Customer is in material breach of any remediable obligation in that Service and have not remedied the material breach within seven (7) days (including in the case of material breach of any payment obligation) of BT notifying Customer of the breach;
- (b) if Customer is in material breach of that Service and the material breach is incapable of remedy;
- (c) if Customer is in material breach of any obligation in a different Service or in any other agreement between Customer and BT and have not remedied the material breach (if capable of remedy) within seven (7) days of BT notifying Customer of the breach;
- (d) if Customer goes into receivership or liquidation (other than for the purposes of solvent amalgamation or reconstruction) or becomes bankrupt or insolvent or makes any composition with Customer's creditors.

6.4 BT may terminate the Service at its convenience by providing Customer with at least thirty (30) days' prior written notice (in which case Customer will not be liable to pay Early Termination Charges).

6.5 For clarity, if BT elects to suspend any Service under clause 6.3, then (a) BT may still terminate the Service immediately by providing Customer with written notice at any time following suspension, (b) BT will re-instate the suspended Service in a timely manner if Customer remedies the material breach (assuming it is remediable) and (c) Customer will continue to pay the Charges during any suspension period.

6.6 Early Termination Charges will not be payable where Customer validly terminates under Paragraph 9 below, or clause 19 (*Termination for a Force Majeure Event*) of the General Terms, or where BT terminates under clause 9.3 (*Termination for Convenience*) of the General Terms, or where the applicable Service expressly states that no Early Termination Charges are payable. If a Service is terminated in whole or in part during its Minimum Period for any reason not listed in the previous sentence then, within thirty (30) days of such a termination, Customer will compensate BT by paying early termination charges equal to the balance of the Subscription Charges (based on the Service received at the termination date) that would have been due for the remainder of the Minimum Period under such Service (if terminated entirely) and any of the applicable Charges detailed in Paragraph 7 ("Early

**Termination Charges**”). Payment of Early Termination Charges is without prejudice to any other remedy that may be available to BT.

- 6.7 If the Customer: (a) cancels the Service before the Service has been provided the Customer will pay, by way of compensation; (i) BT's reasonable costs; and (ii) the full costs of any Equipment received from BT or its Authorised Equipment Installer and/or costs in respect of Standard Installation from an Authorised Equipment Installer.
- 6.8 Termination of the Service will not affect either party's rights which accrued prior to termination.
- 6.9 Termination will not affect the continuation of any rights, liabilities and obligations which are expressly or impliedly stated to survive termination.
- 6.10 Upon termination of any Service, Customer will promptly (and in any event within five (5) days) remove and destroy (or delete, where intangible materials are concerned) any and all marketing or promotional materials (whether tangible or intangible) associated with the terminated Service, which use or mention the trademarks names, logos and/or other branding of BT and/or any third party provider of any part of the terminated Service (including any materials published on any website or social media site under Customer's control).

## 7 Termination Charges

- 7.1.1 If the Customer terminates the Contract, the Venue Wi-Fi Service for convenience in accordance with Clause 17 of the General Terms the Customer will pay BT:
  - (a) all outstanding Charges for services rendered as set out in the Contract;
  - (b) any Removal Charges asset out in the Contract;
  - (c) any remaining Charges outstanding with regard to BT Equipment as set out in the Contract;
  - (d) any additional amounts due under the Contract.
- 7.1.2 In addition to the Charges set out at Paragraph 7.1.1 above, if the Customer terminates during the Minimum Period of Service, the Customer will pay BT 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.
- 7.1.3 Any request from the Customer for a change of address of a Premises will be rejected by BT. A request to remove Services from a Premises will be considered as a termination of Services by BT, and all relevant termination charges will apply.
- 7.1.4 Any request from the Customer to assign the benefit of, or novate the Services to a party other than an Affiliate will be rejected by BT. Such a request will be considered as a termination of Services by BT, and all relevant termination charges will apply.

## 8 Payment

Unless otherwise stated in the Contract, Charges will be billed and paid for in pounds sterling. All payments must be made in full by the date on which they are due without any set off. Customer will pay interest on the outstanding amount at the rate of 2% above the base rate of Barclays Bank plc from time to time, compounded monthly, from the date the sum was due until the date of actual payment. If Customer disputes any Charges Customer must notify BT in writing within six (6) months of the date of the invoice with all relevant information. Customer must pay (in accordance with the Contract) the amount not in dispute. If Customer does not pay a bill BT may instruct a debt collection agency to collect payment (including any late payment charges) on its behalf (and all reasonable costs BT has to pay the agency will be added to Customer's outstanding debt).

## 9 Price Adjustment & Variation

- 9.1 BT may, for any Service, change the Charges, pricing structure at any time in its sole discretion. In addition, BT may at any time change or add to the other terms of this Contract as it believes necessary. Notice of such changes



or additions may be given by BT by email, in writing, at <http://www2.bt.com/static/i/btretail/panretail/terms/index.html#sport> or at any other online address that BT may advise you. To the extent they affect the Charges, BT will notify Customer in writing of any changes, as follows:

- (a) for changes which are material, at least one month before the change is due to take effect; and
- (b) for all other such changes, at least one day before the change is due to take effect.

9.2 For clarity, neither of the following will constitute material changes for the purpose of Paragraph 9.1 and as a consequence, Customer will not be able to terminate any Service for material detriment under Paragraph 6.2(a) if each (or all) of them occur:

- (a) BT increasing the Charges by an amount up to and including the percentage change of 5%,
- (b) If the Charges are predicated on a bundle or discount offer dependent on Customer receiving other BT services outside of Venue Wi-Fi, and BT increase the Charges as a result of Customer terminating (in whole or in part) those other BT services, and/or
- (c) any increase in the Charges according to any other formula or method agreed in this Contract (for example where additional Access Points are added to a Premises leading to an increase in the Subscription Charges).

## 10 Audit Rights

BT may at any time, by providing Customer with reasonable prior notice, audit Customer to ensure Customer's performance of its obligations under the Contract with respect to the Service (and accuracy of information provided under the Contract), and upon receiving an audit request from BT under this Paragraph, Customer will provide BT with reasonable information and assistance to enable BT to conduct the audit.

## 11. Service Development and Marketing

11.1 The Customer agrees and as reasonably requested by BT to the following:

- i. to complete questionnaires or other documents BT may send to the Customer concerning the Venue Wi-Fi Service and the BT Equipment;
- ii. to participate in such interviews and discussion groups as BT may from time to time arrange; and
- iii. to provide BT with such feedback information about the Venue Wi-Fi Service and the BT Equipment as BT may reasonably require.

11.2 The Customer agrees:

- i. that the Site details may be listed on BT's web pages, third party site locators, search engines and in other publications that detail where the Venue Wi-Fi Service is made available;
- ii. that the Customer's company details can be used by BT in general marketing of the Venue Wi-Fi Service for the duration of the Contract subject to the Customer's approval of any marketing material that specifically names the Customer and/or uses any trademarks or logos of the Customer; and
- iii. any use or publication in physical or electronic form of a BT Mark is subject to BT's prior written approval, which BT may provide at its sole discretion.

## 12. Amendments to the General Terms

12.1 Clause 5.1.1 of the General terms is deleted.

12.2 Clause 12.8 of the General Terms is deleted and replaced with the following:

12.8 If any part of the Venue Wi-Fi Service becomes, or BT reasonably believes it is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Rights against the Customer as referred to in Clause 12.5, BT may, at its own expense:

12.8.1 secure for the Customer a right of continued use;

12.8.2 modify or replace the relevant parts of the Venue Wi-Fi Service so that using the Venue Wi-Fi Service no longer infringing, provided that that modification or replacement will not materially affect the performance of the relevant parts of the Venue Wi-Fi Service;

12.8.3 or if none of 12.8.1 and 12.8.2 is commercially reasonable then terminate this Contract for the infringing Venue Wi-Fi Service and refund Recurring Charges paid by the Customer, prorated from the date of the infringement claim.

12.3 The following Clauses are added to Clause 12 of the General Terms:

12.11 The Customer hereby grants BT solely for the duration of this Contract an irrevocable, unfettered, worldwide, royalty free licence to use, reproduce and display the Customer Marks, and URLs and such information or materials supplied to BT by the Customer in connection with this Contract together with the copyright, for all purposes connected with the provision of the Venue Wi-Fi Service.

12.12 The Customer will indemnify, hold harmless and defend BT against any Claims, losses, costs or liabilities, brought against BT by a third party in respect of:

- (a) Content supplied to BT by the Customer; and
- (b) Content placed on the Offline Page supplied by the Customer.

12.4 The following wording is added to Clause 15 of the General Terms:

15.4 BT reserves the right without prior notice and without liability to the Customer to disable any Link and where applicable remove Content from any Offline Page or Online Page if, in BT's reasonable opinion, any aspect of the Content and/or content linked from the BT Website:

- (a) does not comply with, or is in breach of, any Applicable Law;
- (b) is in breach of Paragraph **Error! Reference source not found.**, Part B of the Schedule to the General Terms;
- (c) contains any virus, worm or other contaminant; or
- (d) may otherwise bring BT into disrepute.

In any such event, BT will notify the Customer of any such disablement and the reasons for it.

12.5 Clause 19.1 of the General Terms is deleted and replaced with the following:

19.1 Subject to Clause 21.1, either Party may terminate the affected Venue Wi-Fi Service where a Force Majeure Event has caused a total loss of that Venue Wi-Fi Service for a continuous period of more than 90 days by giving Notice to the other Party.

12.6 The following wording is added to Clause 22 of the General Terms:

22.11 BT excludes all liability of any kind in respect of the Content, and any other material on the Internet that can be accessed via the Venue Wi-Fi Service (including Offline Pages or Online Pages), except for any BT Mark or BT's own material on the Internet

22.12 BT will not accept any liability, howsoever arising, incurred due to:

- (a) discrepancies, errors or omissions in Content; and
- (b) delays to the provision of the Venue Wi-Fi Service caused by the Customer's failure to supply or approve Content.

22.13 The Customer accepts that due to the diversity of web browser software, the functionality and on screen images created, including objects may appear visually different in different web browsers or on different equipment such as personal computers, mobile telephones, personal digital assistants, or multimedia kiosks. Accordingly BT accepts no liability for such differences.

22.14 The Customer acknowledges and accepts that colour tones, text typefaces, graphic quality and matches and audio quality and matches cannot be guaranteed due to hardware and software limitations and restrictions around the world.

22.15 BT will install indoor Access Points to provide proportionate coverage across indoor areas and, where required, outdoor Access Points to provide proportionate coverage across outdoor areas. Coverage may be affected by environmental factors and radio interference.

12.7 Clause 28 of the General Terms is deleted and replaced with the following:

Nothing in the Contract:

- 28.1 establishes any partnership or joint venture between BT and the Customer;
- 28.2 constitutes either Party the agent of the other Party; or
- 28.3 authorises either Party to make or enter into any commitments for or on behalf of the other Party.

## Part B – Service Delivery and Management

### 13. BT's Obligations

#### 13.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Venue Wi-Fi Service, BT will:

- a. comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Premises and that the Customer has notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- b. where applicable and agreed, arrange for a phone survey to be conducted to confirm the availability of a suitable Access Line and Venue Wi-Fi coverage to the Premises, as well confirming the number of Access Points required; and
- c. where the phone survey determines that the Customer does not have available or retain line speeds of +10mb/s, BT will cancel the Customer's existing Order for the provision of Venue Wi-Fi Service to the Premises and BT will have no obligation to provide the Venue Wi-Fi Service.

#### 13.2 Commissioning of the Venue Wi-Fi Service

Before the Service Start Date, BT will, for the Premises:

- a. configure the Venue Wi-Fi Service;
- b. conduct a series of standard tests on the Venue Wi-Fi Service to ensure that it is configured correctly;
- c. install the BT Equipment at the Premises with a BT Wi-Fi SSID, the Public SSID, the Private SSID, and/or other SSIDs. BT may add and withdraw other BT SSIDs from time to time;
- d. use reasonable endeavours to install the BT Equipment and commission Venue Wi-Fi 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.

#### 13.3 During Operation

On and from the Service Start Date, BT:

- a. will respond and use reasonable endeavours to remedy an Incident without undue delay;
- b. may carry out Maintenance from time to time and will use reasonable endeavours to inform the Customer:
  - i. before any Planned Maintenance on the BT Network and/or BT Equipment, however, BT may inform the Customer with less notice than normal where Maintenance is required in an emergency; or
  - ii. without undue delay for scheduled Access Line Maintenance by the relevant supplier;
- c. may, in the event of a security breach affecting the Venue Wi-Fi Service, require the Customer to change any or all of its passwords and procure the Users to change their passwords;
- d. may monitor and record its communications with the Customer, including emails and phone conversation. Information collected by BT may be used for training purposes, quality assurance, to record details about the Venue Wi-Fi Service ordered by the Customer, and in order to meet BT's legal and regulatory obligations generally.

#### 13.4 The End of the Venue Wi-Fi Service

On expiry or termination of the Venue Wi-Fi Service, BT:

- a. will delete configuration information relating to the Venue Wi-Fi Service provided at the Premises; and
- b. may delete any Content.

## 14. The Customer's Obligations

### 14.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Venue Wi-Fi Service, the Customer will:

- a. provide BT with any information reasonably required without undue delay;
- b. provide BT with access to any Premises during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Venue Wi-Fi Service;
- c. ensure that the WLAN protocols and applications it uses are compatible with the Venue Wi-Fi Service;
- d. prepare and maintain the Premises for the installation of BT Equipment and supply of the Venue Wi-Fi Service, including:
  - i. provide and install the Customer Equipment at the Premises;
  - ii. ensure the Customer Equipment is compliant with any specifications BT may provide and update from time to time;
  - iii. ensure that sufficient physical space and access are available for any BT Equipment;
  - iv. provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - v. take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers or provide any openings in buildings in time to allow it and BT to undertake any necessary installation or maintenance of the BT Equipment;
  - vi. carry out any work that may be required after installation to make good any cosmetic damage caused during installation or Maintenance;
  - vii. provide a secure, continuous power supply at the Premises for the operation and Maintenance of the Venue Wi-Fi Service and BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Venue Wi-Fi Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
  - viii. neither alter, tamper or move any BT Equipment, nor do anything likely to damage or adversely affect its performance, obliterate or deface any words or signs on it, nor do anything to alter the appearance of any BT Equipment or authorise any other person to do so;
  - ix. pay all electricity charges in respect of the use of electrical power at the Premises; and
  - x. provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

### 14.2 During Operation

On and from the Service Start Date, the Customer will:

- a. grant to BT the right for the duration of this Contract to;
  - i. execute any works on the Premises for or in connection with the installation, Maintenance, adjustment, repair, alteration or removal of the BT Equipment;
  - ii. keep the BT Equipment installed on, under or over the Premises;
  - iii. enter the Premises to inspect the BT Equipment and to allow BT to undertake any reasonable market research, assessment or review of the Service;
  - iv. include the Customer's Premises details on BT's records available to Users of where the Venue Wi-Fi Service is made available and in BT's general marketing of the Service;
- b. monitor and maintain any Customer Equipment connected to the Venue Wi-Fi Service or used in connection with a Venue Wi-Fi Service;
- c. ensure that any Customer Equipment that is connected to the Venue Wi-Fi Service or that the Customer uses, directly or indirectly, in relation to the Venue Wi-Fi Service is:
  - i. connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
  - ii. adequately protected against viruses and other breaches of security;
  - iii. technically compatible with the Venue Wi-Fi Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and

- iv. approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- d. immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- e. not install or permit the installation of any alternative Public Wi-Fi or small cell service or equipment at the Premises for the duration of the Contract;
- f. not attempt to resell or profit from the Venue Wi-Fi Service or BT Equipment in any way except that the Customer will not be prevented from making indirect profits for itself, gained as a result of selling services not related directly to the Venue Wi-Fi Service at the Premises;
- g. Ensure that the WPA Key for the Private SSID is kept confidential and restricted to internal business use only. For the avoidance of doubt, guests and the general public are not authorised to access the Private SSID, and it is the Customer's responsibility to ensure that the WPA key is shared only with designated employees. BT is not responsible for any damage or liability resulting from unauthorised access to the Private SSID.

### 14.3 The End of the Service

On expiry or termination of the Venue Wi-Fi Service, the Customer will:

- a. provide BT with all reasonable assistance necessary to remove BT Equipment from the Premises;
- b. disconnect any Customer Equipment from BT Equipment located at the Premises;
- c. not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- d. arrange for any BT Equipment located at the Premises to be returned to BT; and
- e. be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

## Part C – Service & Support

### 15. Support

On and from the Service Start Date:

- a) BT will provide the Venue Wi-Fi Service Desk to support the Customer;
- b) The Customer will contact BT via the Venue Wi-Fi Service Desk to report any Incidents; and
- c) BT will respond and use reasonable endeavours to remedy an Incident without undue delay subject to standard diagnostics and trouble faulting.

The Venue Wi-Fi Service Desk Information:

- Tel. 0800 028 2547
- Email. [venue.wi-fi@bt.com](mailto:venue.wi-fi@bt.com)
- Opening hours:
  - Monday – Friday: 8am – 6pm
  - Saturday: 8am – 5pm
  - Sunday: Closed

## Part D – Standard Installation Offer

### General Conditions Applicable to the Offer

- a. The Offer contained in this Section D is offered on a targeted basis to individual Customers, at BT's sole discretion.
- b. Where an Offer has been provided by BT under this Schedule, the terms of that Offer will form part of your Contract. The terms of the Offer will be contained in this Section D.
- c. BT reserves the right to amend or withdraw an Offer at any time without notice.
- d. Where an offer is available to "new" customers, this means customers who have not been in contract with BT to receive Venue Wi-Fi at any time in the 90 day period before contracting with BT for the Offer.

### Standard installation Offer

- a. BT will introduce the Customer to an Authorised Equipment Installer.
- b. The timings and logistics of such an installation are to be agreed between the Customer and the Authorised Equipment Installer and will be subject to the availability of the BT Equipment.
- c. The Customer must ensure that the Authorised Equipment Installer's personnel are able to access the Premises on the appointed day.
- d. The installation could take place at any time on the installation day, although best endeavours will be made to pre-arrange a time with Customer.
- e. During the installation there must be someone on-site at Customer's Premises who has authority to: (a) give the engineer access to the Premises and to agree where the Access Points and other Equipment is to be installed; (b) help the engineer with any questions they may have regarding the installation; (c) provide authorisation for any additional work and costs that need to be carried out.
- f. The Customer must ensure that the Authorised Equipment Installer has access to all areas of the Premises on the day of installation.
- g. If the Authorised Equipment Installer's engineer considers that additional work is required beyond the Standard Installation, it may be necessary to carry out a site survey of the Premises on another day to provide an accurate scope and costing for the installation. If this is the case, the Authorised Equipment Installer will discuss this with the Customer and all associated costs before any further work is carried out.

### Consents and Permissions

- h. The installation of the BT Equipment may require that the Customer obtains certain permissions or consents including but not limited to the consent of local authority, local council and/or the landlord of the Premises (if relevant) prior to the installation being carried out. It is the Customer's responsibility for ensuring that all these agreements and consents have been obtained before the Authorised Equipment Installer commences installation.

### Works Required and Payment

- i. A Standard Installation of BT Equipment assumes that no additional cabling, bracketry or other Equipment is required or any works are required which are beyond the scope usual in a normal installation.
- j. The costs of the Standard Installation will be subsumed within the Customer's total Charges as outlined in this Schedule and Primary KCI, at no additional cost to the Customer. The Customer will be responsible for meeting all costs of installation carried out beyond the Standard Installation in all cases. The Authorised Equipment Installer will inform the Customer of the costs of installation of BT Equipment before commencing work. Alternatively, if the Customer does not agree to those charges, the Customer may cancel the installation.

### **Missed Installation**

k. In the event that the Customer fails to comply with the terms of this Offer and the Authorised Equipment Installer is not able to access the Premises to carry out the Standard Installation, a missed installation fee may be charged to the Customer before the Authorised Equipment Installer reattempts visiting the Premises to carry out such an installation.. BT shall be under no obligation to carry out a Standard Installation itself or procure such a Standard Installation if the Authorised Equipment Installer refuses to carry out the work for any reason, at which point this offer will lapse.



## Part E – Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier to find the definitions when reading this Schedule.

**“Access Line”** means a circuit connecting a Premises to the BT Network

**“Access Point”** or **“AP”** means the specific equipment located at the Premises, which transmits and receives a Wi-Fi signal. A Premises may have one or more Access Points.

**“Additional Charge(s)”** means the charges in respect of the Service that may be charged by BT in addition to the Total Monthly Subscription Charges (such as but not limited to paper billing fee or for paying by a means other than by direct debit).

**“Authorised Equipment Installer”** means an installer of BT Equipment who has been authorised by BT to install BT Equipment in commercial premises.

**“Automatic Log-in Service”** means the service described in Paragraph 2.3

**“Auto Log-In Site”** means a customer Premises which has the Automatic Log-In Service made available to Registered Users by BT.

**“BT Mark(s)”** means any trademarks owned or licensed to BT.

**“Business Hours”** means between the hours of 0800 and 1700 in a Business Day.

**“Content”** means any information, video, graphics, sound, music, photographs, software, applications, data and any other materials (in whatever form) published or otherwise made available to BT by the Customer including Links to websites.

**“Core Network”** means BT’s network infrastructure between and including the POP, but does not include the Access Line between the Premises and the POP.

**“Customer Equipment”** means any equipment other than BT Equipment, used by the Customer in connection with a Wi-Fi Service and includes any: wiring; equipment and apparatus; associated signs or housing on or around the equipment; associated hardware or software; and network infrastructure on the Premises.

**“Customer Mark(s)”** means any trademarks owned by or licensed to the Customer.

**“Data Protection Legislation”** means collectively (i) the Data Protection Act 1998, and any amendment or replacement to it, (ii) the Directive 95/46/EU of the European Parliament and of the Council of 24 October 1995, and from 25 May 2018 the General Data Protection Regulation “GDPR” (EU) 2016/679 repealing the Directive 95/46/EU, and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR); (iii) any other applicable laws of the European Union, (iv) any applicable local laws relating to Personal Data and the protection of an individual’s privacy together with any successor legislation.

**“Drugs”** means websites focused on criminal acts relating to drugs under the laws of the United Kingdom.

**“Hacking”** means websites aimed at promoting and/or supporting acts deemed illegal under the laws of the United Kingdom.

**“Hate”** means websites intending to spread and advocate hostility and denigration of individuals or groups.

**“Helpdesk”** means BT’s customer service helpdesk as notified to the User from time to time.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Wi-Fi Service or particular element of the Wi-Fi Service.

**“Installation Charges”** means those Charges set out in any applicable KCI in relation to installation of the Wi-Fi Service or any Customer Equipment or BT Equipment as applicable.

**“Internet”** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**“Internet Protocol”** or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

**“IP Address”** means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

**“Link”** means any hypertext, graphic, button and/or similar function provided by the Customer capable of linking to other websites including non-BT websites.

**“MAC Address”** means a media access control address which acts as unique identifier in a manufacturers hardware allowing it to be recognised by a network.

**“Minimum Period of Service”** means a period set out in the Primary KCI.

**“Offer”** means the offer(s) referenced in this Schedule (if any), with the relevant terms and conditions set out in Schedule. An offer may not be available to all Customers. Details of any offer that applies to the Customer will be confirmed at the time the order is placed.

**“Offline Page”** means a customised welcome webpage as described in this Schedule.

**“Online Page”** means a web page which is presented to the User after accessing the Service via the Offline Page. The Online Page may include a combination of Links, advertising or services for the User as set out in the Contract.

**“Planned Maintenance”** means any Maintenance BT has planned to do in advance.

**“POP”** means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network.

**“Pornography”** means sexually explicit material for the purpose of arousing a sexual or prurient interest.

**“Primary KCI”** means the Venue Wi-Fi key customer information correspondence

**“Private SSID”** means the service set identifier which is not available to access by the public and to which the Customer can connect wireless business devices to the Access Points. The Private SSID i.e. the name for the Customer’s private Wi-Fi network will be decided by the Customer and can be managed via the Insights and Engagement Portal. The Customer is responsible for setting, maintaining, and ensuring the security of the access key for the Private SSID.

**“Protect Service”** means the service described in Paragraph 2.4.

**“Public SSID”** means the service set identifier which is available to access by the public and to which the public can connect to the public Wi-Fi service. The Public SSID i.e. the name for the Customer’s public Wi-Fi network will be decided by the Customer and will be set up BT as part of the Customer’s Venue Wi-Fi set up process.

**“Public Wi-Fi”** means a service which allows the public to wirelessly connect to the Internet.

**“Recurring Charges”** means the Charges for the Wi-Fi Service or applicable part of the Wi-Fi Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Primary KCI.

**“Redirect Page”** has the meaning given in Paragraph 2.4.3.

**“Registered User”** means a User who has completed registration at an Auto Log-In Site.

**“Removal Charges”** means the charges payable by the Customer on removal of the Wi-Fi Service that are equal to the then current rates for Installation Charges on the date of removal plus packaging, postage or safe delivery to BT if required by the Contract.

**“Secondary Correspondence”** means, without limitation, any emails, key customer information correspondence and online links that relate to the services detailed in sections a-d of the Contract Structure.

**“Self-harm”** means websites promoting and glorifying self-harm or suicide. The category of Self-harm also includes websites containing content relating to suicide.

**“Service Desk”** means the helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Venue Wi-Fi Service.

**“Service Management Boundary”** has the meaning given in Paragraph 3.

**“Service Options”** has the meaning given in Paragraph 2.

**“Service Provision”** has the meaning given in Paragraph 1.

**“SSID”** means service set identifier, being a code identifying a WLAN.

**“Standard Installation”** includes installing any applicable Access Points and Equipment as agreed as part of the sales process

**“User Data”** means the data relating to Users collected and processed by the registration service and/or Automatic Log-In Service which includes Personal Data.

**“Venue Wi-Fi Service”** has the meaning given in Paragraph 1.

**“Violence”** means websites promoting activities which may be illegal under the laws of the United Kingdom or may lead to incite injury or violence towards others. The category of Violence also includes websites containing images or content relating to gore.

**“Weapons”** means websites which promote, sell, manufacture or describe the manufacture of weapons.

**“WEEE”** has the meaning given in Paragraph 4.3.

**“WEEE Regulations”** has the meaning given in Paragraph 4.3.

**“Wi-Fi”** means a technology that allows an electronic device to exchange data or connect to the Internet wirelessly using microwaves in the 2.4 GHz and 5 GHz bands.

**“WLAN”** means the infrastructure that enables the ability to wirelessly transfer IP services within Premises (including data, voice and video conferencing service