

Terms and conditions for the BT Mail service

You should read these terms and conditions carefully as they contain important information. Please also read our Privacy Policy at bt.com/privacypolicy. It describes how we may use your personal information.

The basics

1. Who we are

We're British Telecommunications PLC of 81 Newgate Street, London, EC1A 7AJ. We're registered in England with company number 1800000. Everyone knows us as BT.

Some of the words and phrases in these terms and conditions have special meanings. Those words are explained below. They are printed in bold wherever they have the special meanings given below.

2. What words mean

agreement – the legally binding agreement between you and us for the **service**. The **agreement** is made up of the following.

- These terms and conditions
- If appropriate, the BT End User Licence Agreement (bt.com/eula)
- If appropriate, the Yahoo! Additional Terms of Service (info.yahoo.com/legal/uk/bt/terms/mail/atos.html)
- Our Tariff Guide (bt.com/tariffguide)
- Our Price List (bt.com/pricing)
- Our latest Privacy Policy (bt.com/privacypolicy)
- Our latest Acceptable Use Policy (bt.com/acceptableuse)
- Our latest Customer Complaints Code (bt.com/complaintscore)
- The latest version of any other policy we tell you about

BT E-mail – the free version of the **service**. For more information visit bt.com/btmail.

BT Premium Mail – the version of the **service** you have to pay for. For more information visit bt.com/premiummail.

BT ID – the username we'll give you and a password that you choose for when you use the **service**.

charges – the fees (if any) you pay for the **service** and any **service feature**, plus anything else you need to pay in line with the **agreement**, our Tariff Guide or our Price List.

cooling-off period – the period from the date the **agreement** is made until 14 days after:

- the **equipment** (if any) is delivered;
 - the **service start date**; or
 - the day you receive your **order confirmation**;
- whichever is later.

equipment – the equipment (if any) we give you as part of the **service**, as shown in your **order confirmation**.

minimum term – any initial or later period you've agreed to pay for the **service** for, as shown in your **order confirmation**.

order confirmation – the letter or email we send you after we accept your order for the **service**. It confirms important things like the description of the **service**, the **minimum term** and the **charges**.

service features – any products, features, benefits, 'add-ons' or extra services we provide on top of or as part of the **service**. (**Service features** might have extra terms and conditions that you will have to keep to.)

service start date – the date the **service** starts, as shown in your **order confirmation** (unless we tell you another date).

service – the BT Mail service that we are providing you with under the **agreement**, as shown in your **order confirmation**, on your bill and on your My BT account (if you have one). That service may be **BT E-mail** or **BT Premium Mail**.

working days – Monday to Friday, except bank holidays and public holidays.

3. What are these terms and conditions for?

- a. These are the terms and conditions which apply when we provide you with the **service**. If the **service** is delivered by Yahoo!, you agree that you have read, understood and agree to the Yahoo! Additional Terms of Service.
- b. If we provide you with another service (like BT Sport, BT Cloud or BT TV), you'll have a separate agreement for each service. Please read each agreement carefully. Although some of the terms are the same or very similar, each service has important differences.
- c. We may refuse to provide you with the **service** if we previously stopped you using any BT service because you did not pay on time or you misused the service.

4. When the service starts and for how long?

- a. The **service** starts on the date shown in your **order confirmation**.
- b. The **service** will last for at least the **minimum term** and will carry on after then unless:
 - you end the **service** in a way set out in clause 14b, 14c, 14d, 14e; or
 - we end the **service** in line with clause 15.

We might also agree a new **minimum term** during or after your initial **minimum term** (for example, if you take up one of our offers at the time). We'll always tell you beforehand if there needs to be a new **minimum term**.

- c. If you want to end the **service** before its **minimum term** has ended, or if we end it in line with clause 15, you may have to pay us a charge. Also, you may have paid a lower charge (or even nothing) for the **equipment** in return for taking a **service** for the **minimum term**. If this is the case, and you end the **agreement** early, we might need to charge you for that **equipment**. Take a look at clause 9c and clause 17 for details.
- d. If you set up someone else's email address, the **service** will start for that person when they create their own **BT ID** and password. They will then be fully responsible for the email address and must keep to these terms and conditions.
- e. If you're using BT Premium Mail, the **minimum term** is one month. If you want to end the **service** after the **cooling-off period** but within your first month, you won't receive a refund for the first month's **charges**.

5. Security of the service

- a. If we suspend the **service** because of a security issue, we will restore it once you have reset your account and there's no longer a security risk. If you don't reset your account within 90 days of the **service** being suspended, we will delete it. We may also take action as described in clause 8e.

6. Managing your email

- a. The owner of an email address can delete it at any time.
- b. We will suspend any deleted email address for 60 days. Only you can reactivate the email address during this period, but you won't have access to someone else's emails.
- c. If an email address has been deleted from your account, you won't be able to create another for 60 days from the date the email address was deleted. If you have created the maximum number of email addresses allowed on your account, you'll need to delete an email address and wait 60 days before you can create a new one.
- d. If a BT Broadband customer has given you an email address, you can move it to a BT Premium Mail account you pay for. However, if you have been given an email address by a BT Premium Mail account holder who is paying for BT Premium Mail separately, you won't be able to move that email address to a BT Premium Mail account you pay for.
- e. If a BT Broadband customer deletes the email address they have set up for you, you have 60 days to transfer it to a separate BT Premium Mail account you pay for. If you'd like to do that, we will transfer your email address and **BT ID** to your new paid-for BT Premium Mail account.
- f. If your email address is deleted and you don't move it to your own BT Premium Mail account within 60 days, we may take any of the steps described in clause 8e. If we do that, you won't be able to recover the email address and we will delete all personal information associated with it.
- g. We can't transfer ownership of an email address to anyone else.
- h. You can move an email address to another BT Mail account if we and the user of that email address agree to it. The user of the email address will remain responsible for the email address and the **BT ID** associated with it. You won't be able to move an email address under this clause 6k if it's been suspended or deleted due to misuse or bad debt.

7. Special conditions that apply to the service

- a. By using the **service**, you agree that:
 - it will be used mainly in the UK;
 - you permanently or normally live in the UK and you will tell us straight away, and stop using the **service**, if that changes;
 - we can monitor accounts for excessive use and may limit the volume and size of emails; and
 - we may end your email address and any associated email services without further notice if we suspect misuse.
- b. You also agree that you won't do any of the following.
 - (i) Send emails to anyone who has asked you not to send them emails.
 - (ii) Send abusive messages or unsolicited bulk emails (such as advertising, promotional material, junk mail, spam or chain letters).
 - (iii) Run, host or help with any online service that is advertised by sending unsolicited bulk emails or mass messages.
 - (iv) Send or reply to mail-bombs (for example, sending copies of a single email to several email addresses or sending several unsolicited emails to a single email address, whether or not you intend to cause disruption).

- (v) Alter or use false email message headers to conceal the email address or to prevent a person from responding to the email.
 - (vi) Use any email address you don't have permission to use.
 - (vii) Imply that an email you send is from us or authorised by us. You must also not impersonate another person or organisation or falsely state or misrepresent your association with a person or organisation.
 - (viii) Send an email if it is not legal for you to do so.
- c. We scan your emails only to detect spam and malware (software designed to disrupt or damage a computer system, such as a computer virus), and to enable improved product features (such as applications to handle large files).
 - d. We will move emails to a separate folder if we think they are spam. You can check the folder for emails that are not spam.
 - e. Your BT E-mail address and the email addresses of all users linked to your BT Broadband account will continue to work as long as the account is used regularly.
 - f. You agree that the **service** will include advertisements.
 - g. Our Privacy Policy describes how we protect and keep your information.
 - h. If your account isn't used for 90 days in a row, we will suspend it without giving you notice. If you don't reactivate it within 60 days (at bt.com/mybt), we will delete the account and end any associated service without giving you notice.
 - i. If we delete your email address under clause 6d, 6f, 6g, 7a(iii) or 7b we may take any of the steps set out in clause 8e.

8. When the service ends

- a. When you end a paid-for BT Premium Mail account, you must tell the users of any other email addresses you have set up on your account.
- b. When you end a paid-for BT Premium Mail account, any extra email addresses linked to that account can be used for 30 days. After that we may take any of the steps in clause 8e.
- c. If you end your BT Broadband service, any email addresses linked to it can be used for 60 days. After another seven days we will delete those email addresses.
- d. If you end your BT Broadband service and want to keep any email address you must move it to a BT Premium Mail account within 60 days.
- e. If any of your email addresses are deleted:
 - you cannot send emails from that email address;
 - you cannot recover any information held within your email address and linked services; and
 - all emails sent to your email address will be rejected and the sender will be sent a notice that the email address is 'invalid'.

9. You can change your mind

- a. You can change your mind and cancel the **service** within the **cooling-off period**.

- b. If we've already started providing a **service**, you'll have to pay us the full cost of the **service** you've had (which means we won't take into account any discounts or free offers) including:
- the **charges** for the **service**; and
 - anything you've used which isn't covered by the **charges**.
- c. If you cancel the **service** within the **cooling-off period** and we've provided you with **equipment** for the **service**, the **agreement** won't end until you've returned the **equipment**. The following will also apply.
- (i) You must return the **equipment** to us within 14 days of cancelling a **service**. We'll give you some prepaid packaging for this.
- (ii) If you don't return the **equipment** within 14 days, you'll have to pay the full cost of the **equipment**. That may be more than the price you paid (for example, if you were given a discount in return for taking a **service** for its **minimum term**).
- (iii) Once we get the **equipment** back (or see evidence that it's been returned), we'll refund what you've already paid for it. We might reduce the amount of the refund if we think the **equipment** is worth less than its original value as a result of it being used or damaged.

The service

10. How you can use the service

- a. The **service** is just for you and your household for 'personal use' (meaning that it should not be used for any trade, business or profession). You're responsible for how the **service** and the **equipment** are used.
- b. You agree that you'll do the following in connection with the **service**.
- (i) Follow any reasonable instructions we give you and help us run our security checks.
- (ii) Get any permission we need to provide the **service** in your home or install anything for you.
- (iii) Tell us if you change your name, address, email address, mobile number, payment details or anything else we might need to know about.
- (iv) Do everything you can to keep your **BT ID** username and password private and stop anyone else from using them. You should also keep your bill and account details safe from fraudsters. There is guidance on this on the website at bt.com/scams.
- (v) Tell us straight away, and change your **BT ID** password, if you think or know that someone else knows your **BT ID** username and password.
- (vi) Use the **service** lawfully. That means you must not use it in a way that breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as appropriate), or for any activity that is illegal in England and Wales, Scotland or Northern Ireland.
- (vii) Not do anything which might have a negative effect on:
- our systems, networks, servers, brand, reputation or security;
 - other customers' services or equipment;
 - other customers' security; or
 - any other person's or business's systems, networks or security.
- c. The **service** may have monthly usage limits. If you go over any of these we'll charge you for the extra usage. Details of those charges are shown in our Tariff Guide at bt.com/tariffguide.

- d. If we reasonably believe you've misused a **service**, or have let anyone else misuse it, you might have to pay us for any loss or damage we suffer as a result. There are more details about this in our Acceptable Use Policy at bt.com/acceptableuse.

11. Setting up the service

- a. You can set up the **service** at bt.com/myextras
- b. You can set up extra email addresses using your BT ID. By choosing the 'for your own use' option, you'll have access to all of your email addresses.
- c. There will be a limit on the number of extra email addresses you can set up using your BT ID. We'll tell you what that limit is.
- d. You can also create email addresses for your friends and family by choosing the 'gift' option. They will have their own BT ID and password, and you won't have access to their emails.

12. What we have to do for you

- a. We provide the **service** and the **equipment** to the UK address you give us or for use on your devices in the UK. We may take instructions from a person who we have good reason to believe is acting with your permission.
- b. We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of the **service** and the **equipment** we use to provide it, we can't guarantee that it'll be available all the time.
- c. Sometimes there are faults in our network and this affects the **service**. We'll fix any faults as soon as we can. If there is a fault, clause 18 explains what you can do.
- d. Occasionally we might have to interrupt, change or temporarily suspend some or all of the **service**. That could be to maintain, upgrade or repair the network. If we do, we'll try to get the network up and running again as quickly as possible.
- e. If we know or believe that any of your devices have been infected by malware (software designed to disrupt or damage a computer system, such as a computer virus), or if any of your devices try to get access to a malicious website (a website that attempts to install malware), we might take action. That might mean putting software onto our network to stop the spread of that malware or prevent your devices from going to the malicious website.
- f. We try to make sure antivirus software and other security features we provide are effective. Please make back-up copies of your documents, photos and so on in case the originals are lost or corrupted.

13. Paying what you owe us

- a. You must pay the **charges** for the **service**, whether you use them or someone else does.
- b. We'll normally bill you regularly and in advance (for the period ahead). If we need to charge you for anything extra (for example, for going over any usage limit), we may add those charges to a later bill.
- c. We normally provide bills online at bt.com/youraccount. If you want paper bills, just ask us and we'll send them to you. We may charge you for paper bills, but we'll tell you about the charge beforehand.

- d. You must pay any bills as soon as you get them, unless we agree otherwise with you.
- e. If you genuinely think we've made a mistake on your bill, tell us straight away. We won't suspend or end a service while we look into the matter. You must pay the amount you agree that you owe.
- f. If you don't pay your bill on time, we'll phone you or send you a reminder. If you still haven't paid 10 days after the date of our reminder (or seven days if you pay once a month), we may add a late-payment charge to your next bill. You may also have to pay a failed-payment charge if a direct debit or cheque bounces because you don't have enough money in your account. These extra charges are shown in the Tariff Guide at bt.com/tariffguide.
- g. If you don't pay a bill, we won't normally suspend or end the **service** until 28 days after the date your payment was due (21 days if you pay monthly). However, if this isn't the first time that you haven't paid a bill on time, we may suspend or end the **service** earlier.
- h. If you don't pay your bill, we may give details, including your personal information, to a debt-collection agency and ask them to collect the money for us. If we do, you'll have to pay an extra charge to compensate us. The charge won't be more than the amount we have to pay to the debt-collection agency, who will add the charge to your debt. VAT will not be added to any extra charge we add to your bill.

We might also transfer your debt to any other business (in which case, your personal information will also be transferred) who may then try to recover the amount in a way it considers suitable.

This clause 13 continues to apply after the **agreement** with us has ended.

Ending the service

14. When you can end the service and the agreement

- a. If you change your mind about the **service**, you can cancel the **agreement** during the **cooling-off period**, as explained in clause 9. You do not need to give a reason and you won't have to pay a fee for leaving early.
- b. You can cancel the **agreement** at any time, by giving us 30 days' notice, if we've changed the **charges**, the **service** or these terms and conditions in a way that significantly disadvantages you. In this case you won't have to pay a fee for leaving early.
- c. You can cancel the **agreement** for any other reason by giving us 30 days' notice. If you're within the **minimum term**, you may have to pay a fee for cancelling early.
- d. You can cancel at any time if we break a significant term of the **agreement**. In this case you won't have to pay a fee for leaving early.
- e. You can cancel if you end the **service** as explained in clause 26a.

15. When we may restrict, suspend or end a service

- a. We may stop providing the **service** at any time by giving you at least 30 days' written notice.
- b. If you break the **agreement**, we'll normally let you try to put things right within a reasonable time. But we may limit, suspend (in part or fully) or end the **service** immediately if any of the following apply.
 - (i) We have to end the **agreement** by law or in line with any regulation.

- (ii) We can't provide the **service** (or part of it) any more, or we have suspended or restricted a related service.
 - (iii) You break the **agreement** and don't put things right in a reasonable time.
 - (iv) You seriously misuse the **service** or break the **agreement** in a way that cannot be put right.
 - (v) You or anyone else using the **service** act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending the **service**.
 - (vi) You don't pay for the **service** (as described at the end of clause 13g) or you pay in a way other than how we've agreed with you.
 - (vii) You cancel your direct debit and we haven't agreed another way you can pay.
 - (viii) We suspect fraud or any other unauthorised activity.
 - (ix) It's reasonable for us to do so to protect our network and maintain a high-quality service.
 - (x) Your usage is significantly different to what we'd expect from the average customer.
 - (xi) You significantly break any other **agreement** you have with us and don't put things right within a reasonable time.
 - (xii) You use the **service** for any trade, business or profession.
- c. If we suspect there's been, or is likely to be, a security incident, we may suspend your BT ID username to protect your account. We'll ask you to change your password before letting you log back in.
 - d. If we suspend or end the **service**, we'll tell you what you need to do to restore it.
 - e. If you're within the **minimum term** when we tell you we'll end the **service** for any reason listed in clause 15b, you'll have to pay a fee for leaving early in line with clause 17.
 - f. If we suspend or end the **service** for any reason listed in clauses 15b (iii) to 15b (xii) you may have to pay the **charges** for the **service** while it's suspended, up until it ends.
 - g. If you break the **agreement** and we do not take action, we can still take action at a later date.
 - h. If you or we end the **service**, we'll refund any amount you've paid upfront. But first we'll take off anything you owe us in connection with the **service** or any other **agreement** between you and us.

16. When you get other services from us

- a. Sometimes we can only provide you with the **service** if you also have one of our other services. For example, you can only get free BT E-mail if we also provide you with BT Broadband. If one service ends or is suspended, we might need to end or suspend the other. If that's the case, we'll tell you.

17. Charges for ending the agreement early

- a. You'll have to pay us a fee for ending the **agreement** early if:
 - you end the **service** during the **minimum term**, except in the circumstances listed in clause 17b below; or
 - we end the **service** during the **minimum term**, in line with clauses 11b(iii) to 11b(xii).

- b. You won't have to pay the fees and **charges** referred to in clauses 17a, 17b and 17c if:
- you end the **service** within the **cooling-off period** in line with clause 14a;
 - you end the **service** under clause 21b as a result of changes that significantly disadvantage you;
 - you end the **service** under clause 14d as a result of us breaking a significant term of the **agreement**;
or
 - you end the **service** under clause 26a as a result of us moving you to another service.
- c. The amount you're charged may depend on how much of the **minimum term** is left. There's more information on these **charges**, including tables showing how much you're charged for each month left on the **minimum term**, on the website at bt.com/termcharges.

If something goes wrong

18. What you can do when we don't keep our promises

- a. If you've had a problem with the **service**, you may have a few legal options. For more information, visit the website at adviceguide.org.uk. When we've caused the problem, we may pay you compensation if you ask us to.
- b. We'll also pay you back any of your losses that we could have reasonably foreseen as a result of us breaking the **agreement** (except for amounts set out in clause 19). If you claim this, we'll ask you to show us proof of your loss. VAT won't be added to any amount we agree you're due.

19. What we're not responsible for and limits on our liability

- a. If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.
- b. We accept responsibility for loss of or damage to your physical property arising from our negligence. We'll pay up to £100,000 in total for any one event or series of connected events arising in any 12-month period.
- c. Apart from responsibility we accept under clauses 19a and 19b, we won't pay you more than a total of £5,000 in compensation in any 12-month period.
- d. Apart from responsibility we accept under clause 19a, we're not responsible to you for the following.
- (i) Any delay or failure caused by something beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action.
 - (ii) You breaking the **agreement**.
 - (iii) Any loss you suffer caused by you using a service in a way that breaks the **agreement**.
 - (iv) Any commercial or businesses loss.
 - (v) Any loss or damage caused by malware or the unauthorised use of the **service** on any of your devices (unless we have failed to provide the **service** with reasonable skill and care).
 - (vi) Any loss of, corruption of or release of data or information, unless we have failed to provide the **service** with reasonable skill and care.

(vii) Any failure of safety, security or other alarm systems due to incompatibility with the **service**, or any other reason which is not due to our fault or neglect.

(viii) You using any equipment or hardware we haven't supplied.

(ix) Losses which we couldn't reasonably have expected or which we couldn't have considered when entering into the **agreement**.

20. Returning faulty equipment

- a. If you think any of the **equipment** is faulty, please tell us.
- b. You must return any **equipment** that you tell us is faulty, or which we tell you is faulty or needs to be fixed or replaced (for example, if the **equipment** is out of date or needs an upgrade). We'll give you prepaid packaging to do this. Legal options may be available to you (for example, you may have a right to reject the **equipment** or the repair or replacement).
- c. We may test any **equipment** you tell us is faulty. If we find it isn't faulty, we may return it to you or replace it.
- d. If you haven't returned any **equipment** within 30 days of us giving you a replacement, we may:
 - interrupt or restrict access to any service you take from us until the **equipment** is returned; or
 - recover our costs for that **equipment**.
- e. Any replacement **equipment** we send will be new or 'as new' (which is second-hand equipment we've refurbished).

Changes we may make

21. How we can change a service, a service feature, equipment, charges and the terms and conditions of the agreement

- a. We may change a **service**, a **service feature**, **equipment**, **charges** and the terms and conditions of the **agreement** at any time for the reasons listed in clauses 22 to 25.
- b. If we increase the **charges**, or we change the **service**, a **service feature**, or the terms and conditions of the **agreement** in a way that significantly disadvantages you, we'll do the following.
 - (i) We'll tell you at least 30 days before the change, unless we can't reasonably do that (for example, if the change is for legal or regulatory reasons). In this case we'll give you as much notice as possible.
 - (ii) We'll give you the chance to give us 30 days' notice to end that **service** without having to pay any extra charges or a fee for leaving early. The 30 days starts on the date of the notice we send you to tell you about the change.
- c. We'll either write to you about any other changes or advertise the change another way, such as on our website.

22. Changes to a service, a service feature, equipment and the terms and conditions of the agreement

- a. We may change a **service**, a **service feature**, **equipment** and terms and conditions of the **agreement** to do the following.

- (i) Make the **agreement** clearer or easier for you to understand, or change it in another way that doesn't significantly disadvantage you.
- (ii) Change, improve, update or add to the **service, service features** or **equipment** you get (for example, if we increase the maximum storage on your BT Mail or BT Cloud).
- (iii) Introduce new services, service features or equipment (for example, if we introduce a new security product).
- (iv) Change the way we structure our prices, **charges**, the **service, service features** or **equipment** (for example, if we change the names of our products or services, their content or their descriptions).
- (v) Add new service features (for example, if we introduce a new security feature to your BT Virus Protect service).
- (vi) Add to or change the way we provide the **service, service features** or **equipment** (for example, if we introduce new ways for you to receive BT Cloud).
- (vii) Reflect changes to or developments in technology (for example, if we develop the way we provide the **service**, introduce new ways to pay for the **service**, or develop and introduce new systems which give you a better service).
- (viii) Withdraw, replace or remove all or part of the **service, a service feature** or **equipment**.
- (ix) Make minor changes to technical specifications (for example, limits for transferring information associated with the **service** and the technology we use to provide the **service** to you).
- (x) Update, upgrade, improve or alter a **service, a service feature** or **equipment** (for example, to fix bugs or faults, tackle security issues, improve software or equipment, change the way a service looks or improve how the **equipment** works).
- (xi) Reflect a change in our ability to provide a **service, a service feature** or **equipment** in a particular area.
- (xii) Reorganise the way we manage or run our business.
- (xiii) Reflect a change to any law, code of practice, regulation, guidance or responsibility that applies to us.

23. Other changes to a service, a service feature, equipment or the terms and conditions of the agreement

- a. Because we might provide the **service** to you for a long time (not just for the **minimum term**), and we can't always predict what will happen in the future, we may need to make changes for a reason not listed in clause 22. If we do, we'll give you notice, and you may be able to end the **service** in line with clause 21b.

24. Changes to the charges

- a. We may change the **charges** if:
 - we change the **service, service features, equipment** or the terms and conditions of the **agreement** as set out in clauses 22a(i) to 22a(xiii);
 - the cost of providing the **service** or **service features** increases (for example, the businesses we buy services from increase their prices);
 - the cost of running our business increases;

- we reorganise the way we run our business; or
- there's a change in any law, code of practice, regulation, guidance or responsibility that applies to us (for example, if there's a VAT increase).

25. Other changes to the charges

- a. We might need to change the **charges** for reasons other than those listed in clause 24. If we do, we'll give you notice and you might be able to stop a service in line with clause 21b.

26. Moving between services

- a. If we withdraw the **service** so you can't carry on receiving all or part of it (for example, if we change the number of service options available), we'll move you onto our next best, or better, service. If we can, we'll tell you at least 30 days before we do this. If we can't, we'll give you as much notice as possible. If the service we move you to has a higher charge, we'll either let you end it without paying the charges described in clause 17 or we won't charge you the higher charge for the rest of the **minimum term**. After the **minimum term**, we'll charge you the full price of the new service.
- b. We may move you to a better service, service feature or equipment at no extra cost for a trial period. We'll tell you at least 30 days before we do this. Unless you tell us not to, we'll move you back to your previous service, service feature or equipment once the trial period has finished. You can tell us to end your trial period whenever you like.
- c. You can choose to upgrade or change the **service**. We may apply a new **minimum term** or we might let you carry over any **minimum term** you've got left on the **agreement**. We'll tell you at the time if that's the case.

Everything else

27. Equipment and software

- a. We'll tell you when you should get the **equipment**. You may be able to get other equipment from us at an extra cost. If there are any charges for equipment, we'll tell you when you order.
- b. The **equipment** (except the software in it) belongs to you from when it's delivered, unless you cancel a service during the **cooling-off period**. In this case we will still own the **equipment** and you must return it to us in line with clause 9.
- c. We own, or own the licence to, the software in any equipment we (or someone acting on our behalf) have given you. Sometimes you'll have to agree to the terms of an 'end-user licence' to use the software. You won't have to pay any charges for this software unless you've agreed to do so.
- d. You must let us update, upgrade or replace software relating to the **service** or the **equipment**. Software changes might happen automatically.
- e. We can only be responsible for equipment we give you. If you choose to use any other equipment (like a router made or supplied by anyone else), you must make sure it's compatible with that **service**.
- f. You must not connect equipment to our network that may harm it, or harm anyone else's equipment or services. If you do, you must disconnect it straight away, or pay us to do it.

28. How to get in touch with us and how we'll contact you

- a. We'll send you any written notice by email or by posting it to the address we have for you. We'll send you all other notices by voicemail, text message or other form of electronic message. We'll assume you get letters in the post two **working days** after we've sent them.
- b. You can phone us on 0800 800 150. Calls are free from landlines and BT mobiles, and charged at the standard rate from other mobiles. You can also email us through your **BT ID** account or by any other way shown at bt.com/contact.

29. Parental controls

- a. You're responsible for setting parental controls or any other controls available for the **service** and keeping them up to date. We'll tell you how to do this.

30. Sorting out complaints

- a. From time to time you may need to contact us to sort out a problem. Our Customer Complaints Code tells you how to do that and how we will deal with any complaint or dispute. You can read the code on our website at bt.com/complaintscode, or you can ask us to send you a copy.
- b. We'll try our best to settle any complaint or dispute you have. If we can't, you can refer the matter to a dispute-resolution service to get an independent opinion. More details are given in our Customer Complaints Code.
- c. If we cannot agree a solution with you within eight weeks of getting your complaint, or before the eight weeks is up we agree in writing that the dispute should be settled by an independent adjudicator, you can refer it for 'alternative dispute resolution' by contacting the Ombudsman Services: Communications. You can find out more at ombudsman-services.org/communications or by phoning 0330 440 1614. The Ombudsman's service is free.
- d. You may also be able to refer a dispute to European Online Dispute Resolution at ec.europa.eu/odr. This is an online service designed to help people who have bought things online. It gives access to independent dispute-resolution services. These are usually free.

31. Transferring the agreement

- a. The **agreement** is only between you and us. You cannot transfer it to anyone else, or try to do so. We can transfer the **agreement**, and our rights and obligations under it, to anyone else (including if we reorganise the way we work), as long as it doesn't have a negative effect on your rights.

32. Other things we need to tell you

- a. We and our suppliers still own any intellectual property rights (rights to plans, ideas, or other non-physical assets) associated with the **service** and the **equipment**, so you won't own any rights in them by using the **service**.
- b. Only you and we can take action under the **agreement**. Nobody else can enforce it or benefit from it (except in line with clause 31a).
- c. If any part of the **agreement** cannot be enforced, all other parts of the **agreement** will still apply.
- d. We may record calls (including marketing calls) to help us with training and to prevent identity fraud. We also record all 999 and 112 emergency calls.
- e. The **agreement** is made under English and Welsh law. Any disputes you and we cannot settle can only be decided in English and Welsh courts, unless:

- you live in Scotland, in which case Scottish law applies and the courts of Scotland will settle disputes;
or
 - you live in Northern Ireland, in which case the laws of Northern Ireland apply and the courts of Northern Ireland will settle disputes.
- f. For information on our products and services for people with disabilities, go to bt.com/includingyou.