

# BT Binding Corporate Rules

for the United Kingdom

Date August 2024

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**THIS DEED** is made between the BT Group Companies.

## 1. Introduction

- 1.1 These Rules apply to the processing of Personal Data by BT Group Companies and will provide adequate protection for the transfer of Personal Data outside of the UK and Approved Countries in accordance with the requirements of the UK Data Protection Legislation.
- 1.2 The Board of Directors of each of the BT Group Companies (the “**Board of Directors**”) are committed to ensuring compliance with these Rules.
- 1.3 All Personnel of each BT Group Company will: (i) have a copy of these Rules made available to them; (ii) be provided with appropriate training on compliance with these Rules; and (iii) be required to ensure compliance with these Rules by agreeing to comply with the “BT Being Trusted: Our Code”, which makes reference to these Rules and contains sanctions in the event of non-compliance.
- 1.4 All Personnel of each BT Data Processor and BT Sub-Processor will respect: (i) the relevant Third-Party Data Controller’s instructions in relation to the processing of its Third-Party Personal Data, and (ii) security and confidentiality measures as set out in the relevant Data Processing Agreement.
- 1.5 The person that is ultimately responsible for compliance with these Rules is: the BT Group Data Protection & Ethics Officer (the “**Group DPO**”).
- 1.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999, these Rules are not intended to, and do not, give any person who is not a BT Group Company any rights to enforce any provisions contained in it, except any provision which expressly provides for enforcement by any other third party which shall be enforceable with its express terms (which for the avoidance of doubt shall include the third party beneficiary rights of Individuals as set out in paragraph 14 and Third Party Data Controllers ).

## 2. Definitions and Interpretation

- 2.1 In these Rules: “**controller**”, “**processor**”, “**data subject**”, “**personal data**”, “**processing**” and “**special categories of personal data**” shall each have the same meanings as are given to them in the UK Data Protection Legislation and “**process**” and “**processed**” shall be construed accordingly.
- 2.2 In these Rules, the following terms have the meanings set out below:

“**Applicable Law**” means the mandatory requirements of any law, enactment, regulation, regulatory policy, guideline from a relevant and competent regulatory authority applicable to a BT Group Company and/or to any of the activities of a BT Group Company, including but not limited to UK Data Protection Legislation;

“**Approved Country**” means any country outside of the UK recognised by the UK Government as ensuring an adequate level of protection for personal data;

“**Board of Directors**” has the meaning provided in paragraph 1.2;

“**BT**” means the BT Group Companies (including BT Plc) and their successors and assigns;

“**BT Being Trusted: Our Code**” means BT’s overarching statement of business principles which is available to all Personnel <https://intra.bt.com/bt/ourcode/Pages/index.aspx>, as amended or replaced from time to time;

“**BT Data Controller**” means the relevant BT Group Company acting as a controller of Personal Data;

“**BT Data Processor**” means any BT Group Company acting as a processor on behalf of a BT Data Controller or a Third-Party Data Controller (as the context requires);

“**BT Privacy Office**” has the meaning provided in paragraph 12.1;

**“BT Group Companies”** means the entities set out in Appendix A (Participating BT Group Companies) comprising all BT operating entities which have executed these Rules (or a Deed of Adherence in accordance with paragraph 17 (*New BT Group Signatories*)) and are bound by these Rules;

**“BT Personal Data”** means personal data (other than Third Party Personal Data) to which the UK Data Protection Legislation applies, originating from or processed by and on behalf of any BT Group Company;

**“BT Plc”** means British Telecommunications plc a company registered in England and Wales under company number 1800000 whose registered office is at: 1 Braham Street, London, United Kingdom, E1 8EE, and its successors and assigns;

**“BT Sub-Processor”** means any BT Group Company sub-processor that processes Personal Data), under an agreement or arrangement with a BT Data Processor, for the purposes of providing processing services to a Data Controller;

**“Data Controller”** means a BT Data Controller and/or a Third-Party Data Controller (as the context requires).

**“Data Processing Agreement(s)”** means any contract or clauses within a contract in respect of Third-Party Personal Data between the relevant Third-Party Data Controller and the relevant BT Data Processor, which meets the requirements of Art 28(3) of the UK GDPR and otherwise requires BT to comply with these Rules;

**“Deed of Adherence”** means a deed of adherence with BT Plc substantially in the form set out in Appendix D (Deed of Adherence);

**“Group DPO”** has the meaning provided in paragraph 1.5;

**“Individual”** shall have the same meaning as data subject under UK Data Protection Legislation;

**“Personal Data”** means Third Party Personal Data and/or BT Personal Data (as the context requires);

**“Personal Data Breach”** has the meaning provided in paragraph 8.3;

**“Personnel”** means BT personnel that have permanent or regular access to Personal Data; and/or are involved in the collection of such Personal Data; and/or are involved in the development of tools using such Personal Data;

**“Responsible BT Group Company”** has the meaning provided in paragraph 15.10;

**“Rules”** means the rights and obligations set out in this deed;

**“Sub-Processing Agreement”** means a sub-processing agreement between a BT Data Processor and a BT Sub-Processor or external sub-processor (as the context requires) entered into for the purposes of providing processing services to a Data Controller;

**“Third Party Data Controller”** means the relevant third party acting as a data controller of Third-Party Personal Data (which controller has entered into a Data Processing Agreement with a BT Data Processor);

**“Third Party Personal Data”** means personal data originating from a Third-Party Data Controller to which the UK Data Protection Legislation applies, that is subsequently disclosed or made available to a BT Data Processor;

**“Third Party Personal Data Breach”** has the meaning given to it in paragraph 8.5;

**“UK”** means the United Kingdom of Great Britain and Northern Ireland;

**“UK Data Protection Legislation”** means any law relating to privacy and data protection applicable in England, Wales, Scotland and Northern Ireland, including the UK GDPR and the Data Protection Act 2018 and any amendments to or replacements for such laws;

**“UK GDPR”** means the General Data Protection Regulation EU 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended);

**“UK Standard Contractual Clauses”** means the International Data Transfer Addendum to the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, issued by the Information Commissioner and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022.

**“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2.3 These Rules will be interpreted in accordance with the UK Data Protection Legislation.

2.4 When used in these Rules, the term “non-material damage” shall be interpreted (i) in the same manner as the term set out in the UK GDPR, and (ii) without prejudice to the ordinary rules of causation and remoteness under the governing law of these Rules.

2.5 In these Rules:

2.5.1 references to a statute or statutory provision include:

- (a) that statute or statutory provision as from time to time modified, re-enacted, consolidated, or replaced, whether before or after the date of these Rules, which in the case of the UK GDPR shall include (without limitation) any relevant delegated or implementing acts as modified, re-enacted, consolidated, or replaced from time to time;
- (b) any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which that statute or provision has directly or indirectly replaced; and
- (c) any subordinate legislation made from time to time under that statute or statutory provision, which is in force at the date of these Rules;

2.5.2 references to:

- (a) a person includes any company, partnership or unincorporated association (whether or not having separate legal personality); and
- (b) a company include any company, corporation or any body corporate, wherever incorporated; and

2.5.3 references to one gender include all genders and references to the singular include the plural and vice versa.

### 3. Scope

3.1 These Rules apply to all Personal Data (that falls within the geographical scope set out in paragraph 3.2) which is processed by BT Group Companies, whether acting as a controller, processor, or Sub-Processor.

3.2 These Rules apply to:

3.2.1 the processing of Personal Data in the UK by a BT Group Company located in the UK;

- 3.2.2 the processing of Personal Data by a BT Group Company located outside of the UK (including where such Personal Data has been transferred directly to a BT Group Company by or on behalf of a Third-Party Data Controller);
  - 3.2.3 any transfer of Personal Data out of the UK by one BT Group Company to another BT Group Company except when otherwise allowed by UK Data Protection Legislation; and
  - 3.2.4 any subsequent processing or sub-processing of the Personal Data described in paragraph 3.2.3 by a BT Group Company located outside of the UK including any transfer from one non-UK based BT Group Company to another non-UK based BT Group Company (except when otherwise allowed under UK Data Protection Legislation).
- 3.3 These Rules cover the processing of Personal Data both on-line and off-line (provided that in the case of off-line records, the Personal Data forms part of a structured manual filing system).
- 3.4 A list of the BT Group Companies which are bound by these rules can be found in Appendix A (BT Group Companies). This list shall be updated from time to time to reflect new BT Group Companies that have become bound by these Rules or BT Group Companies that have ceased to be bound by these Rules.
- 3.5 The nature and material scope of the Personal Data that the BT Group Companies process (as part of their regular business activities) are set out in Appendix B (Purposes of Processing). All of the data processing set out in Appendix B (Purposes of Processing) is conducted by BT Data Controllers. Where required by a Third-Party Data Controller, some of these activities marked by an asterisk (or others specified in a Data Processing Agreement) may be carried out by a BT Data Processor.

## 4. Privacy Principles

- 4.1 When acting as a BT Data Controller, each BT Group Company will follow the principles set out in paragraph 4.2 (subject to exemptions provided by UK Data Protection Legislation) when processing Personal Data:
- 4.2 Personal Data will be:
- 4.2.1 processed fairly and lawfully, and in a transparent manner in relation to the Individual, including in accordance with the conditions set out in the UK Data Protection Legislation from time to time;
  - 4.2.2 collected for specified, explicit and legitimate purposes and not further processed in a way that is incompatible with those purposes;
  - 4.2.3 only processed to the extent that it is adequate, relevant and not excessive in relation to the purposes for which it is collected and/or further processed;
  - 4.2.4 accurate and, where necessary, kept up to date and every reasonable step will be taken to ensure that Personal Data, which is inaccurate or incomplete, taking into account the purposes for which it was collected or for which it is further processed, is erased or corrected without delay;
  - 4.2.5 kept in a form which permits identification of Individuals for no longer than is necessary for the purposes for which the Personal Data was collected or is further processed;
  - 4.2.6 in some cases, special categories of personal data and such data is therefore subject to additional protection and controls consistent with UK Data Protection Legislation; and
  - 4.2.7 subject to the security measures set out in paragraph 8.2.
- 4.3 When acting as a BT Data Processor or BT Sub-Processor for a Third-Party Data Controller, each BT Group Company will comply with the following principles (subject to exemptions provided by UK Data Protection Legislation) when processing Third Party Personal Data:

- 4.3.1 help and assist the Third-Party Data Controller to comply with the legal requirement in Article 5(1)(a) of the UK GDPR to process Third Party Personal Data fairly, lawfully and in a transparent manner;
- 4.3.2 process Third Party Personal Data in compliance with the Third-Party Data Controller's documented instructions, including with regard to transfers of Personal Data outside of the UK to a non-Approved Country, unless required otherwise by applicable UK law to which the BT Data Processor is subject. In such a case, the BT Data Processor (as informed by the BT Sub-Processor, as the case may be) will inform the Third-Party Data Controller of that legal requirement before the processing takes place unless prohibited from doing so by that UK law on important grounds of public interest. In all other cases, if the BT Data Processor cannot provide such compliance for whatever reasons, it agrees to promptly inform the Third-Party Data Controller of its inability to comply, in which case the Third-Party Data Controller may be entitled to suspend the transfer of data and/or terminate the relevant Data Processing Agreement, subject to the terms and conditions of the relevant Data Processing Agreement.
- 4.3.3 in the event of expiry or the termination of data processing services provided on behalf of a Third Party Data Controller, at the option of the Third Party Data Controller, return all relevant Third Party Personal Data (including copies) to the third party Data Controller, or destroy this Third Party Personal Data and certify to the Third Party Data Controller that they have done so, unless Applicable Law prevents them from returning or destroying the Third Party Personal Data, in which case the relevant BT Data Processor and/or BT Sub-Processor will inform the Third Party Data Controller and warrant to it that they will guarantee the confidentiality of this Third Party Personal Data and that they will no longer actively process this Third Party Personal Data; and
- 4.3.4 to the extent relevant to the services provide under the agreement with the Third-Party Data Controller, provide reasonable assistance to such Third-Party Data Controller to comply with the legal requirements in relation to data quality, as set out in the Articles 5(1)(b)-(e) of the UK GDPR. Specifically, they will:
- (a) introduce any necessary measures when reasonably requested by the Third-Party Data Controller, in order to have relevant Third-Party Personal Data processed by the BT Data Processor and/or BT Sub-Processor updated, corrected or deleted and inform other BT Group Companies to which the Third-Party Personal Data has been disclosed of these updates, corrections or deletions; and
  - (b) introduce any necessary measures when reasonably requested by the Third-Party Data Controller, in order to have relevant Third-Party Personal Data processed by the BT Data Processor and/or BT Sub-Processor deleted or anonymised once it is no longer necessary to identify Individuals and inform other BT Group Companies to which the Third-Party Personal Data has been disclosed of any deletion or anonymisation.

## 5. Accountability

- 5.1 All BT Data Controllers and BT Data Processors will maintain a record of all categories of processing activities they carry out, in line with Article 30 of the UK GDPR, to demonstrate compliance with the requirements set up by these Rules, including the principles set out at paragraph 4.2 above. This record shall be made available to the Information Commissioner upon request.
- 5.2 BT Data Controllers will carry out data protection impact assessments where they identify that processing is likely to result in a high risk to the rights and freedoms of Individuals. Where a data protection impact assessment indicates that the processing would result in a high risk to Individuals in the absence of measures taken by the BT Data Controller to mitigate that risk, the BT Data Controller will consult with the Information Commissioner prior to commencing the processing.
- 5.3 BT Data Controllers shall comply with their obligations in respect of data protection by design and default in line with Article 25 of the UK GDPR, to facilitate compliance with the requirements set out by these Rules in practice.

## 6. Transparency and Information Access

- 6.1 All BT Group Companies will make sure that these Rules are readily available to Individuals. The Rules are published on BT's website, along with BT's Privacy Policy and can be accessed at [www.bt.com/privacy-policy](http://www.bt.com/privacy-policy) BT employees can find information about the Rules on BT's intranet.
- 6.2 Individuals can contact BT if they have any queries in relation to the handling of their Personal Data under these Rules, or if they would like to obtain a hard-copy version of these Rules. Please contact us using [this form](#), or our BT Privacy Office contact details are:
- Data Privacy Team, BT  
Floor 16  
1 Braham Street  
London  
E1 8EE
- 6.3 Each BT Data Controller will, inform Individuals of the processing of their Personal Data through privacy notices provided by the relevant BT Group Companies and other relevant means
- 6.4 Before any BT Data Controller, will process any Personal Data, it will make sure that Individuals have been provided with the following information:
- 6.4.1 the identity and contact details of the BT Data Controller (and of their representatives and data protection officers, if any);
  - 6.4.2 the purposes for which the Personal Data is intended to be processed, the legal basis for the processing and, where the processing is based on legitimate interests, the details of such interests;
  - 6.4.3 the recipients or categories of recipients of the Personal Data;
  - 6.4.4 details of any intended transfers of Personal Data outside of the UK, the safeguards relied upon (such as these Rules) and the means to obtain copies of any relevant transfer agreements;
  - 6.4.5 how long the BT Group Company will store the Personal Data, or the criteria used to define the period;
  - 6.4.6 details of the Individual's right to access Personal Data held about them, to require the correction or erasure of their Personal Data, to object to or restrict processing of their Personal Data and the right to data portability;
  - 6.4.7 the Individual's right to complain to the Information Commissioner;
  - 6.4.8 whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, whether the Individual is obliged to provide their Personal Data and of the possible consequences of failure to provide such Personal Data;
  - 6.4.9 the Individual's right to withdraw their consent at any time when that BT Group Company is relying on such consent to process the Individual's Personal Data;
  - 6.4.10 the reasoning for any automated decisions (as well as the significance and the envisaged consequences of such processing), where the BT Group Company takes decisions about Individuals using solely automated processes, and those decisions significantly affect an Individual or produce legal effects concerning an Individual; and
  - 6.4.11 the source from which the BT Group Company received the Personal Data and the categories of Personal Data processed, where it was not collected from the Individual themselves.



- 6.5 Where the Personal Data has not been collected directly from the Individual, the obligation to give Individuals the information set out in paragraph 6.4 will not apply if the provision of such information: proves impossible, would involve a disproportionate effort, or if recording or disclosure is expressly permitted by Applicable Law.

## 7. Rights of Individuals

- 7.1 Subject to exemptions, limitation and scope of application provided by UK Data Protection Legislation, each BT Data Controller will, make sure that every Individual has the right to:

- 7.1.1 obtain free of charge a copy of their Personal Data that is processed by the BT Group Company; such right being, in any event, subject to UK Data Protection Legislation.
- 7.1.2 obtain the correction, erasure or restriction of their Personal Data that is processed by the BT Group Company;
- 7.1.3 object, at any time on grounds relating to their particular situation, to the processing of their Personal Data which is based on point (e) or (f) of Article 6(1) of the UK GDPR, including profiling based on those provisions. The BT Data Controller shall no longer process the Personal Data, unless it demonstrates compelling legitimate grounds for the processing, which override the interest, rights and freedoms of the Individual or for the establishment, exercise or defence of legal claims;
- 7.1.4 object, on request and free of charge, to the processing of their Personal Data for the purposes of direct marketing;
- 7.1.5 (where relevant) not be subject to a decision based solely on automated processing, including profiling which produces legal effects concerning him or her or significantly affects him or her; and/or
- 7.1.6 data portability, in a structured, commonly used machine-readable format.

- 7.2 In the event that an Individual makes a request for their Personal Data in accordance with paragraph 7.1.1 above the relevant BT Group Company will respond to any such request and provide the requested information (unless it is permitted by Applicable Law to refuse the request, or to comply only in part with the request, or in the case of Third Party Personal Data, unless otherwise agreed with the Third Party Data Controller) within the timescales set by UK Data Protection Legislation. All requests in respect of an Individual's Personal Data should be made to [BT | Individual Rights Request form](#), or alternatively addressed to:

Data Privacy Team, BT  
 Floor 16  
 1 Braham Street  
 London  
 E1 8EE

- 7.3 Each BT Data Controller will make sure that no evaluation or decision about an Individual which significantly affects that Individual will be based only on the automated processing of their Personal Data unless the evaluation or decision:

- 7.3.1 is taken during the entering into or performance of a contract, at the request of the Individual; or
- 7.3.2 is allowed by Applicable Law which also contains measures to protect the Individual's legitimate interests; or
- 7.3.3 is based on the Individual's explicit consent.

- 7.4 Where the decision is based on 7.4.1 or 7.4.3, the BT Data Controller shall implement suitable measures to safeguard the Individual's rights, freedoms and legitimate interest including informing the Individual about the automated processing and any logic involved as well as any significant consequences for the Individual as well as providing the right to obtain human intervention and to challenge the decision
- 7.5 Each BT Data Processor and BT Sub-Processor will, in respect of Third-Party Personal Data:
- 7.5.1 to the extent relevant, and insofar as possible, at the Third Party Data Controller's reasonable request, assist the Third Party Data Controller with the fulfilment of the Third Party Data Controller's obligations to respond to requests for exercising the Individual's rights as set out in Art 28(3)(e) of the UK GDPR and communicate useful information of which it is aware to help the Third Party Data Controller to comply with the duty to respect the rights of Individuals ; and
- 7.5.2 send to the Third-Party Data Controller any Individual request without answering it, unless authorised to do so.

## 8. Security and Confidentiality

- 8.1 All BT Group Companies will take appropriate technical and organisational security measures to ensure a level of security appropriate to the risks presented by the processing of Personal Data.
- 8.2 In determining the technical and organisational security measures, consideration will be given to the technological developments (state of the art), the cost of their implementation and the nature, scope and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of Individuals posed by BT's processing of Personal Data.
- 8.3 Any BT Group Company that becomes aware of a security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data ("**Personal Data Breach**") will report such Personal Data Breach to the Group DPO without undue delay, providing details of the facts relating to the Personal Data Breach, its effects and the remedial action taken. If the Group DPO determines that the security breach is likely to result in:
- 8.3.1 a risk to the rights and freedoms of individuals, then the Information Commissioner will be informed without undue delay and, where feasible, not later than 72 hours after the relevant BT Group Company became aware of the Personal Data Breach; or
- 8.3.2 a high risk to the rights and freedoms of individuals, then in addition to informing the Information Commissioner in accordance with paragraph 8.3.1, affected Individuals will also be informed of the Personal Data Breach without undue delay, together with contact details of the Group DPO.
- 8.4 Where a Personal Data Breach occurs, details of the facts relating to the Personal Data Breach, its effects and the remedial action taken will be documented, and such documentation can be made available to the Information Commissioner upon request.
- 8.5 In relation to the processing of Third Party Personal Data, each BT Data Processor and BT Sub-Processor will: (i) implement security and organisational measures that as a minimum meet the requirements of UK laws and also meet any particular measures specified in the relevant Data Processing Agreement; (ii) assist the Third Party Data Controller in ensuring compliance with the obligations set out in Article 25, 32 to 36 and 47.2.d of the UK GDPR, taking into account the nature of the processing and information available to the BT Data Processor or BT Sub-Processor, as applicable; and (iii) in case of a BT Data Processor, inform the Third Party Data Controller, and in case of a BT Sub-Processor, inform the BT Data Processor, of any relevant Third Party Personal Data security breach leading to the accidental or unauthorised loss, alteration, unauthorised disclosure of, or access to, Third Party Personal Data (a "**Third Party Personal Data Breach**") without undue delay after becoming aware of such Third Party Personal Data Breach.

8.6 In relation to the processing of BT Personal Data, BT Data Processors will inform the BT Data Controller, and each BT Sub-Processor will inform the BT Data Processor, of any Personal Data Breach relating to BT Personal Data without undue delay after becoming aware of such Personal Data Breach.

8.7 The specific security and organisational measures that will be implemented in order to protect Personal Data are set out in Appendix C to these Rules.

## 9. Internal Processing of Personal Data

9.1 Each BT Data Processor will follow the instructions of, and be bound by, the relevant Data Controller entity in relation to the processing of Personal Data.

9.2 Each BT Data Processor will be entitled to sub-contract the processing of Personal Data to a BT Sub-Processor, provided that, the Data Controller has provided its prior specific or general authorisation (as, in the case of a Third-Party Data Controller, specified in the relevant Data Processing Agreement).

9.3 The prior specific or general authorisation of the Third Party Data Controller, as referred to in paragraph 9.2 above, may be provided as a general consent for all sub-processing activities in respect of the relevant Third Party Personal Data, or on a case by case basis. If a general authorisation is provided, then the relevant BT Data Processor will keep the Third Party Data Controller informed of any changes concerning the addition or replacement of BT Sub-Processors as soon as practicable, so that the Third Party Data Controller can object to the change and provided that the objection cannot be remedied, terminate the Third Party Personal Data processing arrangement, subject to the terms and conditions of the relevant Data Processing Agreement, before Third Party Personal Data is passed to the relevant BT Sub-Processor.

9.4 Where a BT Data Processor acts for a BT Data Controller and the BT Data Controller is required by UK Data Protection Legislation to put in place safeguards in respect of Personal Data transferred to data processors, the BT Data Processor shall comply with the obligations of a data processor as set out in Article 28(3) of the UK GDPR. In the absence of a specific contract with the BT Data Controller setting out these obligations the BT Data Processor will comply with the General Processor Requirements as set out in Appendix E to these Rules.

## 10. External Processing of Personal Data

10.1 A BT Group Company may only transfer Personal Data to an external processor in accordance with the requirements and instructions of the Group DPO.

10.2 Where a BT Data Controller uses an external processor to process Personal Data the BT Data Controller will:

10.2.1 make sure that the processor provides sufficient guarantees that their processing will meet the requirements of the UK Data Protection Legislation and ensure the protection of the rights of individuals including that there are appropriate security and operational measures governing the processing of the Personal Data;

10.2.2 make sure that the processor continues to comply with those guarantees; and

10.2.3 enter into a written contract with the processor which will require the processor to only act on the BT Data Controller's instructions and implement and comply with appropriate technical and organisational measures in such a manner that the processing will meet the requirements of applicable Data Protection Legislation and ensure the protection of the rights of the Individuals.

10.3 Where a BT Data Controller transfers Personal Data to an external third party processor based outside of the UK and not in an Approved Country, in addition to the obligations set out in paragraph 10.2.1 and 10.2.2 above, the BT Data Controller will comply with the rules on the transfer of Personal Data to third countries (as set out in Articles 44 to 50 of the UK GDPR) which may be by entering into the UK Standard Contractual Clauses with the processor in advance of the transfer. When the UK Standard Contractual Clauses are used, this will satisfy the requirement for a written contract as set out in paragraph 10.2.3 above.

- 10.4 Where a BT Data Controller, transfers Personal Data to an external controller based outside of the UK and not in an Approved Country, the BT Group Company will comply with the rules on transfer of Personal Data to third countries (as set out in Articles 44 to 50 of the UK GDPR) by entering into the UK Standard Contractual Clauses with the external controller.
- 10.5 A BT Data Processor will only be entitled to use an external sub-processor to process Third Party Personal Data with the prior specific or general authorization as specified in the relevant Data Processing Agreement with the Third Party Data Controller as set out in paragraph 10.6 and in compliance with the relevant rules on the transfer of Personal Data to third countries (as set out in Articles 45-47 of the UK GDPR). The BT Data Processor will also be required to enter into a written Sub-Processing Agreement with the external sub-processor under which the external sub-processor must agree to:
- 10.5.1 implement and comply with appropriate technical and organisational measures to ensure a level of security appropriate to the risk including protecting the Third-Party Personal Data against accidental or unlawful destruction loss, alteration, unauthorised disclosure or access;
  - 10.5.2 only act on the BT Data Processor's instructions that the BT Data Processor itself received from the Third-Party Data Controller (unless otherwise required to do so by law) (save to the extent it would put the BT Data Processor in breach of UK Data Protection Legislation, including Articles 45-47 UK GDPR);
  - 10.5.3 comply with such additional requirements of Article 28(4) of the UK GDPR; and
  - 10.5.4 otherwise respect the same data protection obligations applicable to the BT Data Processor in the relevant Data Processing Agreement and paragraphs 1.4, 4.3, 7.5, 8.5, 9.1, 10.5-10.6, 13.7-13.8, 14.2-14.8 and 15 of these Rules.
- 10.6 If a general authorisation is provided, as referred to in paragraph 10.5 above, then the relevant BT Data Processor will keep the Third Party Data Controller informed of any intended changes concerning the addition or replacement of external sub-processors as soon as practicable, so that the Third Party Data Controller can object to the change and provided that the objection cannot be remedied, terminate the Third Party Personal Data processing arrangement, subject to the terms and conditions of the relevant Data Processing Agreement, before Third Party Personal Data is passed to the relevant sub-processor.

## 11. Assurance and Audit

- 11.1 BT's internal audit function is comprised of three lines of monitoring and audit as follows:
- 11.1.1 **First Line of Monitoring and Audit (Business Frontline):** these are the controls that are in place within each BT Group Company in connection with its day-to-day business such as written policies, operational procedures, risk identification and self-assessment. Controls are designed into systems and processes and operational management is responsible for compliance.
  - 11.1.2 **Second Line of Monitoring and Audit (Compliance Function):** these are the functions and executive committees that are in place to provide oversight of the effective operation of the business frontline including defining policies and guidance. Functions include group-wide teams in human resources, finance, security, IT, revenue assurance, legal and regulatory, regulatory compliance and the central Sarbanes-Oxley team. These functions are responsible for reviewing the management of risks at group, line of business and business unit level. Each function reports upon their work undertaken and significant findings to the appropriate executive risk oversight committees including: the executive committee; commercial facing unit audit committees; health and safety, security, global sourcing, ethics, data protection (which includes compliance with these Rules), corporate social responsibility and global sourcing committees; and the group risk panel. These functions may also report to BT Plc board's audit committee/risk committee as described in relation to the "Third Line of Monitoring and Audit" below. The regulatory compliance function carries out risk based annual reviews of compliance with these Rules and reports its findings to the board appointed executive and oversight sub-committees including: (i) the data governance risks and assurance group, (ii) the business specific audit and risk committee, (iii) the group compliance panel; and (iv) the regional governance committees.

- 11.1.3 **Third Line of Monitoring and Audit (Internal Audit):** this is the independent assurance provided by the BT Plc board audit and risk committee and the internal audit function that reports to that committee. Internal audit undertakes a programme of regular risk and compliance-based audits covering all aspects of both the first and second lines of monitoring and audit, including in relation to compliance with these Rules and verification that corrective actions identified by audits have been duly implemented. The findings from these audits are reported to the Group DPO, as well as all four lines of monitoring and audit: operational management; the executive and oversight sub-committees including: (i) the data governance risks and assurance group, (ii) the business specific audit and risk committee, (iii) the group compliance panel, (iv) the regional governance committees; and the BT Plc board audit and risk committee.
- 11.2 Corrective actions are taken by the appropriate persons where a need for this is identified by reviews or audits carried out pursuant to paragraphs 11.1.1 to 11.1.3 above.
- 11.3 Subject to paragraph 11.7 below, summaries of the reviews described in paragraph 11.1.2 in relation to processing activities carried out in respect of Third Party Personal Data by BT Data Processors will be made accessible to the relevant Third Party Data Controller upon its reasonable request, subject to and in accordance with the terms and conditions of the relevant Data Processing Agreement.
- 11.4 Subject to paragraph 11.7 below, where a Third Party Data Controller has received the summaries referred to in paragraph 11.3, and can demonstrate that such summaries are not sufficient for that Third Party Data Controller's legitimate purposes, a BT Data Processor and BT Sub-Processor will accept, at the reasonable request of the relevant Third Party Data Controller, to submit their Personal Data processing facilities for audit of those processing activities relating to the Third Party Personal Data of that Third Party Data Controller. The audit will be: (i) carried out by the Third Party Data Controller or independent and professionally qualified auditors selected by the Third Party Data Controller (where applicable in agreement with the Information Commissioner); (ii) at the Third Party Data Controller's sole expense (such expense to include BT's expenses in responding to and engaging with the audit); (iii) subject to the BT Data Processor and/or BT Sub-Processor's confidentiality requirements; and (iv) carried out without unreasonable disruption to the relevant BT Data Processor and/or BT Sub-Processor.
- 11.5 Subject to paragraph 11.7 below, a BT Group Company will communicate the outcome of any review or audit in its jurisdiction or in relation to Personal Data exported from the UK to that jurisdiction that is carried out under paragraphs 11.1.2 or 11.1.3, to the Information Commissioner upon request.
- 11.6 Subject to paragraph 11.7 below, a BT Group Company will allow the Information Commissioner to audit that BT Group Company in order to gather the information necessary to demonstrate the BT Group Company's compliance with these Rules.
- 11.7 BT Group Companies will only share information with, and permit audits by:
- 11.7.1 the Information Commissioner, to the extent strictly required by this paragraph 11 and in accordance with UK laws and provided that: (i) the information and/or audit relates only to compliance with these Rules; (ii) the information and/or audit does not contain or involve any confidential information relating to or owned by a third party; (iii) the information and/or audit is not privileged (or benefits from similar or related protections anywhere in the world); and (iv) disclosure of the information or conduct of the audit would not be in conflict with any Applicable Law; or
  - 11.7.2 the relevant Third Party Data Controller (in the absence of specific other contractual arrangements with regard to information sharing and audits between the Third Party Data Controller and the relevant BT Group Company), to the extent strictly required by this paragraph 11 and in accordance with Applicable Data Protection Legislation and provided that: (i) the information and/or audit relates only to compliance with these Rules; (ii) the information and/or audit does not contain or involve any commercially sensitive information or draft or preparatory documents relating to or owned by any BT Group Company, or any of their respective clients; (iii) the information and/or audit does not contain or involve any confidential information relating to or owned by a third party; (iv) the information and/or audit is not privileged (or benefits from similar or related protections anywhere in the world);

and (v) disclosure of the information or conduct of the audit would not be in conflict with any Applicable Law.

- 11.8 BT Group Companies will immediately notify the relevant Third Party Data Controller if, in that BT Group Company's opinion, an instruction from that Third Party Data Controller in relation to the sharing of information or audit activities in accordance with this paragraph 11 infringes the UK Data Protection Legislation.

### Compliance Structure

- 11.9 BT's compliance structure is comprised of a Group DPO appointed in accordance with the criteria set out in Article 37 of the UK GDPR, who is supported by a network of privacy professionals. These privacy professionals are aligned to BT's key business lines and report into the Group DPO. In addition, BT has a number of regional data protection leads, which stakeholders have a local remit but interact with BT's wider privacy network on a global basis across all BT Group Companies. Together, these stakeholders form the "BT Privacy Office".
- 11.10 The Group DPO's role is to advise the BT group board of directors, deal with the Information Commissioner's and other data protection authorities' investigations, report annually on compliance with these Rules and oversee and ensure compliance with these Rules at a global level.
- 11.11 The BT Privacy Office, including BT's network of privacy professionals and regional data protection leads, with support from relevant BT Personnel is responsible for handling complaints from Individuals in all jurisdictions, reporting major privacy issues to the Group DPO and for ensuring monitoring, training and compliance at a local level, including with these Rules.

## 12. Conflicts

- 12.1 In the event that any person within a BT Group Company has reasons to believe that Applicable Laws may prevent any BT Group Company from fulfilling its obligations under these Rules and have a substantial adverse effect on how these Rules work that person is required to promptly notify the Group DPO by using [this form](#) or on the following contact details:

Data Privacy Team, BT  
 Floor 16  
 1 Braham Street  
 London

- 12.2 Without prejudice to paragraph 12.1, if any BT Group Company reasonably believes that a BT Data Controller or BT Data Processor is subject to a legal requirement (including any legally binding request for disclosure of the personal data by a law enforcement authority or state security body) in a non-Approved Country outside the UK that is likely to have a substantial adverse effect on the guarantees provided by these Rules, that BT Group Company shall promptly notify the Group DPO using the details set out at paragraph 12.1 above. If, upon receipt of such notice, the Group DPO agrees that the legal requirement to which the relevant BT Group Company is subject is likely to have a substantial adverse effect on the guarantees provided by these Rules, the Group DPO will notify the Information Commissioner such notice to include information about the data requested, the requesting body, and the legal basis for that disclosure, unless prohibited from doing so by Applicable Law. In the event that a BT Data Processor or BT Sub-Processor has reason to believe that Applicable Law may prevent it from fulfilling the instructions received from the Third-Party Data Controller in relation to Third Party Personal Data, or its obligations under these Rules or the relevant Data Processing Agreement, it will promptly notify this to:

- 12.2.1 the Third-Party Data Controller, which provided that the notification concerns a genuine conflict that cannot be remedied, may be entitled to suspend the relevant data transfer and/or terminate the relevant Data Processing Agreement, subject to the terms of the relevant Data Processing Agreement; and

- 12.2.2 the Group DPO; and

12.2.3 the Information Commissioner,

in each case save to the extent that the relevant BT Data Processor or BT Sub-Processor is prohibited from so notifying.

12.3 The BT Data Processor or BT Sub-Processor will communicate any legally binding request for disclosure of Third-Party Personal Data by a law enforcement authority to the relevant Third-Party Data Controller unless otherwise prohibited, such as due to a prohibition under criminal law in order to preserve the confidentiality of a law enforcement investigation. In any case, the request for disclosure should be put on hold and the Information Commissioner should be clearly informed about the request by the Group DPO, such notice to include information about the data requested, the requesting body, and the legal basis for that disclosure, unless prohibited from doing so by Applicable Law.

12.4 Any transfers of Personal Data to a law enforcement authority must be based on legal grounds according to Applicable Law. In the case of a conflict of laws, it may be necessary to refer to the applicable international treaties and agreements.

12.5 In the event that any Applicable Law imposes a higher level of protection for Personal Data than that described in these Rules, then the relevant Applicable Law will take precedence over these Rules in respect of the point of conflict only.

12.6 No BT Group Company will be responsible for any breach of these Rules, if and to the extent that compliance with these Rules is prevented by an Applicable Law.

## 13. Complaints

13.1 If an Individual would like to make a complaint in relation to these Rules, he or she can contact us using the contact details below and providing full details of the issue:

Data Privacy Team, BT  
 Floor 16  
 1 Braham Street  
 London

13.2 Or otherwise (for all) per email to: [CPO@bt.com](mailto:CPO@bt.com). Individuals can complain through the online form which can be found on the BT website in the “Access and updating how we use your information section” of the BT Privacy Policy: [BT | GDPR FORM](#)

### ***Procedure for BT Data Controllers***

13.3 The relevant contact set out in paragraph 13.1 above will:

13.3.1 liaise with all relevant internal departments and external businesses and people to deal with the complaint;

13.3.2 acknowledge receipt of the complaint as soon as reasonably practicable, and no later than 5 Working Days after receiving it;

13.3.3 aim to respond substantively to the complaint without undue delay and in any event within one month of receipt of it, although if the complaint is particularly complex or due to the volume of complaints received by a BT Group Company, the response may be extended by a further two months (or such longer period as is permitted under UK Data Protection Legislation). In such cases the BT Group Company will inform the Individual of, and the reasons for, this extension of its response time;

- 13.3.4 use reasonable endeavours to acknowledge receipt of the complaint and respond substantively to it promptly for matters which are urgent, provided that the Individual making the complaint has made it clear that the matter is urgent, and
- 13.3.5 have an appropriate level of independence in the exercise of its functions.
- 13.4 If the complaint is rejected, the Individual will be told of this without undue delay, and in any event within one month.
- 13.5 If the complaint is justified, the Individual will be told of this without undue delay and in any event within 10 Working Days after the decision has been made. The relevant contact set out in paragraph 13.1 above will make sure that any corrective actions are taken to deal with the matters raised in the complaint.
- 13.6 Individuals are also entitled to make a complaint to the Information Commissioner and/or bring a claim for remediation of the relevant breach (where the breach is remediable) and/or compensation before a competent Court of the United Kingdom and/or in addition to using the internal complaints procedure set out in this paragraph 13.

#### ***Procedure for BT Data Processors***

- 13.7 Where any BT Data Processor or BT Sub-Processor receives a complaint from an Individual in relation to Third Party Personal Data the BT Data Processor or BT Sub-Processor will forward the complaint or request to the relevant Third-Party Data Controller without delay and without obligation to handle it (unless otherwise agreed with the Third-Party Data Controller). Although BT encourages Individuals to contact the Third-Party Data Controller directly, it still allows them to submit requests and/or complaints including with regards to a breach of UK Data Protection Legislation or these Rules through the procedure outlined in 13.1, 13.2 to 13.5 above.
- 13.8 In the event that the relevant Third Party Data Controller disappears factually, ceases to exist in law or becomes insolvent the complaint or request from the Individual will be dealt with in accordance with the procedure set out in paragraphs 13.1, 13.3 to 13.6 above and BT will, to the best of its ability handle the Individual's complaint.

## **14. Third Party Beneficiary Rights and Liability**

#### ***Rights and liabilities applicable to BT Data Controllers***

- 14.1 In the event that an Individual suffers material or non-material damage as a direct result of a breach of these Rules or the UK Data Protection Legislation by a BT Data Controller then, subject to the limitation of liability provisions set out in paragraph 14.13- 14.14 below, the Individual is entitled to (i) lodge a complaint before the Information Commissioner or (ii) bring a claim for remediation of the relevant breach (where the breach is remediable) and/or compensation as a third party beneficiary directly against BT. It is agreed that BT Plc shall be the legal entity with delegated responsibility for the Rules ("**the Responsible BT Group Company**") and which shall accept liability for the breach as if it had arisen from its own act or omission and must take necessary action to remedy the breach and shall, subject to paragraph 14.9, compensate the Individual for any damages suffered. While it is not required, Individuals are encouraged first to report their concerns directly to the contacts in paragraph 13 rather than to the Information Commissioner.

Any references to "damages" in this paragraph 14 shall be deemed to include both material and non-material damages.

#### ***Rights and Liabilities applicable to BT Data Processors***

- 14.2 In the event that an Individual suffers damage as a direct result of any breach of paragraphs 1.3, 1.4, 3.4, 4.3, 6.1, 6.2 7.6, 8.1, 8.3, 8.5,8.6, 8.7, 9.1, 9.2, 9.4, 10.1, 10.2, 10.5, 10.6, 12, 13,14.215] of these Rules by a BT Data Processor then, subject to paragraphs 14.13- 14.14, that Individual is entitled to (i) lodge a complaint with the Information Commission or (ii) bring a claim for remediation of the relevant breach (where the breach is remediable) and/or compensation as a third party beneficiary directly against BT. Individuals can



also enforce the Rules against BT, if they cannot bring a claim against the Third Party Data Controller because the Third Party Data Controller has factually disappeared or ceased to exist in law or has become insolvent and no successor entity has assumed the legal obligations of the Third Party Data Controller by contract or by operation of law. It is agreed that the Responsible BT Group Company shall accept liability for the breach as if it had arisen from its own act or omission and must take necessary action to remedy the breach and shall subject to paragraph 14.9 compensate the Individual for any damages suffered.

- 14.3 The BT Data Processor of Personal Data may not rely on a breach by a relevant BT Sub-Processor or external sub-processor of its obligations in order to avoid its own liabilities.
- 14.4 Where the BT Data Processor and a Third-Party Data Controller are involved in the same processing of Personal Data and are both found to be responsible for any damage caused to an Individual by such processing, the Individual may receive compensation for the entire damage from the Responsible BT Group Company or the Third-Party Data Controller.
- 14.5 If an Individual is not able to bring a claim against the Responsible BT Group Company arising out of a breach by any BT Sub-Processor of paragraphs 1.3, 1.4, 3.4, 4.3, 6.1, 6.2 7.6, 8.1, 8.3, 8.5, 8.6, 8.7, 9.1, 9.2, 9.4, 10.1, 10.2, 10.5, 10.6, 12, 13, 14.2-14.6, 14.9, 15.4 in respect of Personal Data because the Responsible BT Group Company has factually disappeared or ceased to exist in law or have become insolvent, the Individual may, subject to paragraphs 14.13 -14.14, issue a claim against the relevant BT Sub-Processor as if it were the Responsible BT Group Company, unless any successor entity has assumed the entire legal obligations of the Responsible BT Group Company by contract or by operation of law, in which case the Individual can enforce its rights against such entity. The liability of the relevant BT Sub-Processor shall be limited to its own processing operations.
- 14.6 The relevant jurisdiction for the claim shall be a competent Court of the United Kingdom and the Individual must agree to submit to the exclusive jurisdiction of the jurisdiction where the claim is made.
- 14.7 These Rules are, where there is a separate agreement, either incorporated by reference (including a link to enable electronic access to these Rules) into the relevant Data Processing Agreement(s) or annexed to the relevant Data Processing Agreement(s), and each Data Controller has the right, subject to paragraphs 14.13 -14.16, to bring a claim for remediation (where remediation is possible) and/or compensation for damage suffered in respect of any breach in relation to Personal Data of:
- 14.7.1 these Rules, against the Responsible BT Group Company in respect of any breach of these Rules caused directly by a BT Data Processor; or
- 14.7.2 these Rules (including Appendix E) or the relevant Data Processing Agreement, against the Responsible BT Group Company in respect of any breach of these Rules (including Appendix E) or the relevant Data Processing Agreement caused directly by a BT Sub-Processor acting on behalf of that BT Data Processor; or
- 14.7.3 any relevant Sub-Processing Agreement against the Responsible BT Group Company in respect of a breach of the Sub-Processing Agreement by an external sub-processor appointed under that Sub-Processing Agreement.

- 14.8 The relevant jurisdiction for the claim shall be a competent court of the United Kingdom and the Data Controller must agree to submit to the exclusive jurisdiction of the jurisdiction where the claim is made.

### ***Burden of Proof***

- 14.9 Subject to paragraphs 14.13 -14.16 below each BT Group Company acknowledges that: in the event that an Individual or Data Controller can establish facts which show that it is likely that he/she/it has suffered damages as a result of a breach and is entitled to make a claim under this paragraph 14 the burden of proof rests with the Responsible BT Group Company to demonstrate that the BT Group Company or the external sub-processor that is alleged to have caused the breach is not liable for the breach resulting in the damages claimed by the Individual or Data Controller.

- 14.10 In the event that the Responsible BT Group Company can prove that a relevant BT Group Company or external sub-processor is not liable for the alleged breach, then the Responsible BT Group Company and the BT Group Company and/or external sub-processor alleged to have committed the breach may discharge themselves from any responsibility in connection with any claim made by an Individual or Data Controller on the basis of that alleged breach.
- 14.11 A BT Group Company or external sub-processor shall not be considered to have breached these Rules (including Appendix E), a relevant Data Processing Agreement or any relevant Sub-Processing Agreement (as applicable) if it has achieved the standard of care that is appropriate in the circumstances and/or acted (or omitted to act) in accordance with Applicable Law.
- 14.12 If it is held that a BT Group Company or external sub-processor has breached these Rules, a relevant Data Processing Agreement or any relevant Sub-Processing Agreement (as applicable) it will be the responsibility of the person who brought the claim to prove that he or she suffered damage as a result of such a breach and to prove the amount of the damage.

#### ***Limitation of liability***

- 14.13 To the maximum extent permitted by Applicable Laws, no BT Group Company shall be liable for:
- 14.13.1 any damages which it has proven not to be responsible for in any way;
  - 14.13.2 punitive or exemplary damages (i.e. damages intended to punish a party for its conduct, rather than to compensate the victim of such conduct); or
  - 14.13.3 indirect loss, consequential loss or special damages, howsoever caused.
- 14.14 In any event, the Responsible BT Group Company will only be liable for damages which have been:
- 14.14.1 agreed by the Responsible BT Group Company under a signed settlement or compromise agreement with the relevant person; or
  - 14.14.2 awarded against the Responsible BT Group Company by a judgment that cannot be appealed or under a court order, or by any other legal award made by a court or tribunal with valid jurisdiction.
- 14.15 In any event and to the maximum extent permitted by Applicable Laws, where the BT Responsible Entity has paid damages to any Individual under paragraph 14, it shall be entitled to claim back such amount (up to the maximum amount of £3million and to the extent permitted by Applicable Laws) from the applicable BT Data Controller(s), BT Data Processor(s) or BT Sub-Processor(s) responsible for the breach of these Rules or UK Data Protection Legislation.
- 14.16 Notwithstanding any other provision of these Rules and to the maximum extent permitted by Applicable Law, the total liability of BT under these Rules to a Third-Party Data Controller shall not exceed the unexhausted cap on liability in the relevant Data Processing Agreement between any BT Group Company and any member of the relevant Third-Party Data Controller's group of companies.

## **15. Cooperation with the Information Commissioner, Third Party Data Controllers and BT Group Companies**

- 15.1 All BT Group Companies co-operate and help one another to deal with any:
- 15.1.1 request by an Individual, including for a copy of their Personal Data;
  - 15.1.2 complaint by an Individual, or
  - 15.1.3 inquiry or investigation by the Information Commissioner.

- 15.2 Each BT Group Company will respect and comply with any advice given by the Information Commissioner on any issues regarding the interpretation of these Rules and comply with any formal decisions or notices issued by the Information Commissioner.
- 15.3 Each BT Data Processor or BT Sub-Processor will: (i) accept that its Third Party Personal Data processing facilities in respect of processing activities carried out on behalf of a Third Party Data Controller, may be audited by the Information Commissioner; and (ii) respect and comply with any advice given by the Information Commissioner on any issues regarding the interpretation of these Rules and comply with any formal decisions or notices issued by the Information Commissioner.
- 15.4 Each BT Data Processor or BT Sub-Processor will, in respect of Third-Party Personal Data cooperate and assist the relevant Third-Party Data Controller to comply with applicable Data Protection Legislation to the extent reasonably possible and within a reasonable timeframe.
- 15.5 BT Plc agrees and undertakes that it shall deal promptly and properly with all reasonable requests from any other BT Group Company to procure that another BT Group Company performs its obligations under these Rules and, where required, shall procure such performance by that BT Group Company. Each other BT Group Company shall do all things necessary to assist BT Plc to enable it to discharge its obligations under this paragraph 15.5 and shall provide such cooperation, assistance and information as may be needed by BT Plc in connection with any claims made by Individuals or Third-Party Data Controllers against BT Plc acting in its capacity as the Responsible BT Group Company under these Rules.

## 16. New BT Group Signatories

- 16.1 Subject to the prior agreement of the Group DPO (which will only be provided where the Group DPO is satisfied that the new party is capable of complying with the terms of these Rules), a new party may be added to these Rules provided that it is a member of BT and signs a Deed of Adherence with BT Plc to be bound by these Rules. No transfers of Personal Data will be made to a new party until that party is effectively bound by these Rules;
- 16.2 The other parties to these Rules hereby authorise BT Plc to do this at its reasonable discretion and agree to extend the commitments which they give in this Agreement to the new party, in respect of any Personal Data which they transfer to or receive from the new party.

## 17. Variations to these Rules

- 17.1 From time to time, it may be necessary to change these Rules or add to them. In particular, this may be because of a change:
- 17.1.1 In UK Data Protection Legislation; or
- 17.1.2 to the structure of BT's group of companies.
- 17.2 Subject to paragraphs 17.3- 17.6, BT Plc shall be entitled to amend or vary these Rules without the consent of any other BT Group Companies, Individuals or third party, to the extent such amendment or variation is not prohibited by the terms of these Rules. BT Plc shall notify such amendments to the BT Group Companies and such amendments shall come into force 30 days after the date of such notice.
- 17.3 If the Rules are changed or added to in accordance with paragraph 17.2, the Group DPO will:
- 17.3.1 ensure an up to date version of these Rules is published and publicly available on BT's website (in accordance with paragraph 6.1);
- 17.3.2 upon request, provide any necessary information to Individuals or the Information Commissioner in respect of such changes and a list of the BT Sub-Processors or external sub-processors referred to in Paragraphs 9.3 and 10.6; and

- 17.3.3 in the case of substantive changes or additions affecting processing activities carried out by BT Group Companies on behalf of Third-Party Data Controllers, report such changes or additions to the relevant Third-Party Data Controller.
- 17.4 Without prejudice to paragraph 17.3, BT will notify the Information Commissioner of any changes or additions made during a calendar year to (i) these Rules or (ii) the BT Group Companies which are bound by these Rules, in both cases reasonably promptly after the end of that calendar year, and shall provide a brief explanation of the reasons justifying such changes or additions.
- 17.5 If a change to the Rules would possibly affect the level of protection offered by the Rules or significantly affect their bindingness, such change must be promptly communicated to the Information Commissioner.
- 17.6 Some changes or additions (particularly those which significantly affect data protection compliance) may need to be authorised by Information Commissioner.
- 17.7 Where paragraph 17.3.3 applies and the change or addition will have a material impact on the conditions under which Third Party Personal Data is processed for the Third party Data Controller, for example a change in Sub-Processors or external sub-processors, BT will notify the relevant Third Party Data Controller(s) as soon as practicable in order to enable the Third Party Data Controller(s) to object to the change or addition and provided that the objection cannot be remedied, the Third Party Data Controller(s) may be entitled to change or terminate the relevant Data Processing Agreement, subject to the terms and conditions of the relevant Data Processing Agreement, in advance of implementation of the proposed change or addition.
- 17.8 Appendix F of these Rules contains a revision history that sets out information about changes made to these Rules, including the date of the change and a summary of the change, which Appendix shall be maintained by the Group DPO.



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**BT Group**

