



Your terms and conditions for BT Homesafe service

Important information

This agreement sets out your legal rights as a BT customer.

Your agreement with us for this service is made up of:

- **these terms and conditions including the service schedule; and**
- **the charges.**

You can see a copy of the charges online at www.bthomesafe.com

The service we provide

1. The service we agree to give you is the facility to monitor the security of your home locally or remotely as described in the service schedule.

Registering for the service

2. You must register online at www.bthomesafe.com and provide us with accurate personal details and nominated contact details.
3. During registration you must set up an on-line Click & Buy account at www.bthomesafe.com and record details of the BT Homesafe system (equipment) at your home. We will provide you with the service from the date that the Click & Buy account is set up.

Ending the agreement

4. We hope you will enjoy a high-quality service for many years to come. However, once we have provided the service, you may end this agreement at any time by giving us seven days' notice in writing.
5. This agreement is intended to last for at least 1 month (minimum period). If the agreement ends we will not refund any payments unless paragraph 6, 16 or 17 applies.
6. We can end this agreement by giving you one month's notice in writing.

Providing the service

7. You agree to follow any reasonable instructions that we may give you about the service.

Using the service

8. Generally, our customers use the service responsibly, but it must not be used:
 - (a) for sending excessive, nuisance or hoax alerts to yourself or your nominated contacts; or
 - (b) fraudulently or in connection with a criminal offence.

You agree to take all reasonable steps to make sure that this does not happen.

We take this kind of misuse very seriously. If we reasonably believe it has happened, we may take immediate action to suspend the service or end the agreement, without telling you first, even if you were not aware of the misuse.

9. You accept that this agreement is personal to you. You agree not to transfer the agreement to anyone else or to try to do so.

Making sure the service is secure

10. We will issue you with a set of temporary log in names and passwords and provide you with the opportunity to change them. These are essential for the secure use of the service so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions.
11. If you think that any log in name or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, you must inform us immediately, by calling the BT Homesafe support number as shown at www.bthomesafe.com.

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12. If we think there is likely to be a breach of security or misuse of the service we may:
- (a) change your password; and / or
 - (b) suspend log in name and password access to the service. We will notify you that we have done this via e-mail.
13. If there are any changes to the information you have given to us when you signed up for the service, including any changes to your payment details or nominated contacts, you must inform us immediately via www.bthomesafe.com.

Changing the agreement

14. Sometimes, we will need to change our charges or the terms and conditions of this agreement. We will publish details of all changes online at www.bthomesafe.com before they happen.
15. We will also let you know about these changes by email at least one month before they happen. For changes we need to make to meet legal and regulatory requirements, we may be unable to meet these timescales. We will let you know about these changes as soon as we can.
16. If we have made a change to your significant disadvantage, you will not have to pay a charge if you decide to end the agreement early.
17. You may also choose to end the agreement without paying a charge if you have been affected by a price increase that is greater than the rate of inflation.
18. If paragraph 17 applies, we will also pay back, if you ask, any extra charges you have paid as a result of the increase. However, you must let us know within seven days of your last monthly charge that you want to end the agreement, and that you want a refund.

Other things we might need to do

19. Occasionally, for operational reasons, we may have to change the code, access numbers, or technical specifications; or interrupt the service. We will restore the service, if interrupted, as quickly as we can.

20. We monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services.

Our responsibility to you

21. We cannot and do not guarantee that the service will never be faulty or that it will be available continuously.
22. You acknowledge and agree that we have no knowledge of the value of your home or its contents. You further agree that the purchase of the service does not reduce your need to keep your home and its contents secure. You also agree it is your responsibility to maintain adequate insurance and security arrangements for your home and its contents.
23. Without limitation, we are not liable to you for any losses including any loss or damage to your home and its contents due to:
- (a) your information and/or your nominated contact information not being kept up to date by you;
 - (b) alerts not being received or being delayed which are caused by the public switched telephone network, broadband service, mobile network or the Internet; or
 - (c) any fault with or any failure by you to comply with the system requirements set out in paragraphs 10 or 11 of the service schedule.
24. Even if we have been negligent we will not pay you more than £10,000 for any loss or damage to your home and its contents in any 12-month period.
25. We accept responsibility if you are injured or die as a result of our negligence. We will not limit this responsibility.
26. We have no obligation to compensate you for financial loss or for any other loss or damage that could not have been reasonably foreseen (expected).

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Matters beyond our reasonable control

27. Sometimes we may be unable to do what we have agreed because of something beyond our reasonable control. This could include very severe weather.
28. In these cases, we do not accept responsibility for what has happened.

If you break this agreement

29. Other than for serious misuse described in paragraph 8, we will normally give you an opportunity to put matters right within a reasonable time if you break this agreement.
30. However, if you do not do so, we may suspend the service or end the agreement. We may also suspend the service or end the agreement if you break any other agreement you have with us and do not put matters right within a reasonable time. If we suspend the service, we will tell you what needs to be done before we reinstate it.
31. If you do not pay the service charges as they fall due BT may suspend the service and this agreement.

Resolving disputes

32. We will try to work through any disputes that you may have with us. However, if we cannot do this, you can refer the matter to any relevant dispute resolution service. Details of these, and of how to refer a dispute, are set out in our Code of Practice for Consumers and Small Businesses.

Other things we need to tell you

33. We may take instructions from a person who we think, with good reason, is acting with your permission.
34. When we need to contact you, we will use your email address. If you need to write to us, please use the address on the website at www.bthomesafe.com.

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SERVICE SCHEDULE

The Service

1. The BT Homesafe service is a home monitoring alarm service. It provides web based access to a platform which can send alerts and receive responses (by telephone, e-mail, and SMS message) from/to you and up to six of your nominated contacts (service).
2. In order to use the service you must:
 - (a) meet the system requirements set out in paragraphs 10 and 11 below;
 - (b) set up and configure the equipment in accordance with the instructions provided with it; and
 - (c) register for the service in accordance with paragraphs 2 and 3 of the terms and conditions.
3. The service is not designed to replace a professionally installed alarm system that generates automatic police response, nor will it automatically contact the police on activation.

Our responsibilities to you

4. We will provide support for faults and queries about the service. Support is available (BT Homesafe support) at www.bthomesafe.com by email or phone (call charges apply). between the hours of 9am to 8pm Monday to Friday (including bank holidays), and 10am to 8pm Saturday and Sunday.
5. We will make all reasonable efforts to alert you and your nominated contacts who are on UK registered telephones and mobile devices to events detected by the service.

Your responsibilities

6. You must ensure that:
 - (a) your equipment is in full working order and is not subjected to any unauthorised modifications;
 - (b) the telephone line and broadband service, which is connected to the equipment, is operational in order

for the equipment to communicate with the service. Call barring of 0870 numbers will prevent the equipment from dialling the service;

- (c) you obtain the permission or at least notify contacts of their nomination, and brief them on how to respond to messages from the service; and
- (d) you remove a nominated contact if a complaint is received.

System Requirements

7. You must have the following (which are not provided under this agreement):-
 - (a) a BT Homesafe system (equipment);
 - (b) an active telephone line;
 - (c) an ADSL Broadband Internet access service (via a computer operating either Netscape V6 or Internet Explorer V5.5 and above);
 - (d) a mobile phone and service with SMS or MMS functionality; and
 - (e) an operational e-mail address.
8. You also need to have:
 - (a) a mains 240V powered supply, for the equipment;
 - (b) a mains powered broadband modem or router with an available ethernet port (with 802.11g wireless capability if you take the CCTV camera option); and
 - (c) firewall access permitted for the equipment.

Privacy and Security

9. Our BT websites privacy and security policy can be viewed at: www.bthomesafe.com.
10. Your password will be barred after six unsuccessful password attempts when logging into the service. You must then contact BT Homesafe support.