



British Telecommunications plc  
 Network House  
 Brindley Way  
 Hemel Hempstead  
 Herts  
 HP3 9RR

## APPLICATION FORM FOR PRESTEL SERVICE

PLEASE COMPLETE IN BLOCK CAPITALS, IN BLACK BALLPOINT PEN AND TICK WHERE APPROPRIATE.  
 Detach and retain the pink copy. Return the white copy to the Registration Department at the above address.

Your name, address and telephone number information is sometimes shown on Prestel pages which you are able to select and send to other users. Your telephone number may also be incorporated in your account number which is not confidential, so if you are ex-directory or do not wish other users to know your telephone number, please tick the appropriate ex-directory box.

MR  MRS  MISS  OTHER TITLE  INITIALS

SURNAME

COMPANY NAME (IF APPLICABLE)

TYPE OF COMPANY (AS LISTED IN YELLOW PAGES)

ADDRESS

POSTCODE

TELEPHONE NUMBER (inc. Nat. dialling code)  EX-DIRECTORY YES  NO

IS THIS BUSINESS  OR RESIDENTIAL

- PRESTEL CANNOT BE PROVIDED ON:
- 1) SHARED SERVICE/PARTY LINES
  - 2) SOME PAYPHONES
  - 3) SOME TELEPHONE EXTENSIONS

I apply for Prestel Service on BT's applicable conditions which are incorporated in this contract and which I accept. I am over 18 years old.

SIGNATURE ..... DATE .....

Partnership applications should be signed by a partner in the firm 'for self and partners'. Applications by Limited Companies should be signed by an authorised person on behalf of the Company.  
 PLEASE SEE CONDITIONS OF SERVICE PRINTED ON THE BOTTOM 'PINK' COPY OF THIS FORM.

**ON COMPLETION PLEASE DETACH AND KEEP THE BOTTOM 'PINK' COPY OF THIS FORM.**

FOR OFFICIAL USE ONLY

SALES PERSON

DB REF

SOURCE

A/C No.

TARIFF TYPE

WF/PO

TABS CODE

SERIAL No.

REGISTERED BY

DATE

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QUARTER TERMS AND CONDITIONS



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WF/P0

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# CONDITIONS FOR PRESTEL SERVICE

## 1 Interpretation

- This contract governs the provision of Prestel service to the customer to the exclusion of all other written or verbal representations, statements, understandings, negotiations, proposals or agreements.
- In this contract and in relation to any charges determined in accordance with it except so far as the contrary is provided or the context otherwise requires the following expressions have the meanings respectively assigned to them:

"BT" means British Telecommunications plc;

"connecting point" means a terminal block, a socket for removable plug or any other device fixed by BT in the customer's premises by which Prestel service is provided;

"the customer" means a person at whose application BT provides Prestel service under this contract and by whom the applicable charges are payable;

"Customer Identity" means the individual code allocated to the customer by BT for the purpose of accessing Prestel service. Where access to Prestel service is gained by means of terminal equipment of a kind which does not require the use of a Customer Identity, the expression "Customer Identity" in paragraph 5 shall be read as "terminal equipment";

"frame" means a unit of information in the Prestel database capable of conversion into a visual image;

"information" when used in relation to Prestel service means any kind of material which is capable of being communicated by Prestel service;

"Information Provider" means a person who has contracted with BT to provide information on the Prestel database;

"Information Provider's database" means that part of the Prestel database provided by or on behalf of the Information Provider;

"Sub-information Provider" means a person with whom an Information Provider has an arrangement to supply information for inclusion in the Information Provider's database;

"terminal equipment" means equipment which enables frames to be received and converted into visual images.

Words in the singular include the plural and vice versa. All definitions, notes, terms and conditions set out in BT's Prestel Price List form part of this contract in appropriate circumstances.

## 2 Provision of Prestel Service

- Prestel service shall comprise such services and facilities, provided at such times, during such periods in such circumstances and by such means as BT may from time to time decide.
- Prestel service is not fault free and the customer shall be entitled only to the quality of service provided by BT from time to time for its Prestel customers generally.
- Any application or request by the customer for Prestel service shall be made in writing or other manner at the discretion of BT.
- If Prestel service is to be provided by a date specified by the customer or BT such date shall be treated as an estimate and BT does not accept any liability for failure to meet the date.

## 3 General Powers of BT

- BT reserves the right:
  - to alter the arrangements for access to the Prestel database;
  - in the event of war or the proclamation of an emergency summarily to cease to provide Prestel service to the customer;
  - to give such instructions concerning the use of the Prestel service as BT decides in the interests of safety, of the quality of service, of other customers or of the service as a whole and any such instructions shall whilst they are in force be deemed to form part of this contract;
  - to bar customer access to any frame if in its opinion the frame contains information, the storage, processing or dissemination of which (i) would be a criminal offence or would otherwise be unlawful; or (ii) would be or involve a wrong actionable at the suit of any person;
  - to provide other services in connection with the Prestel service on terms and conditions which will be embodied in agreements supplemental to this contract.

## 4 Terminal Equipment

Terminal equipment shall be of a type which may be lawfully connected to BT's public switched telephone exchange system; the customer shall apply to BT for a connecting point.

## 5 Use of Prestel Service

- A customer shall not use or permit any other person to use Prestel service:
  - for sending to any person any message which is offensive or abusive or of an indecent, obscene or menacing character; or
  - for persistently sending messages without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person; or
  - otherwise than according to instructions or requirements given or made by BT under paragraph 3; or
  - for sending unsolicited messages of an advertising or promotional nature other than by using the frame or frames designated by BT from time to time for this purpose. The use of any such designated frame(s) shall be governed by the code of practice governing unsolicited messages which code is published by BT on the Prestel service from time to time and which code is deemed to form part of this contract in accordance with Condition 3.1 (c) hereof.
- The Customer Identity shall not be used outside the United Kingdom, or Isle of Man, for the purpose of accessing Prestel Service, without the prior written consent of BT.
- The customer shall not assign or transfer Prestel service without the written consent of BT.
- The customer may allow other persons to use his Customer Identity to access Prestel service provided that the customer:
  - shall not receive, either directly or indirectly, any consideration or benefits of any kind in return for such use;
  - ensures that any such person observes the provisions of this contract and any conditions as to such use notified to the customer by BT.
- The customer shall not do nor permit any other person to do any act which would infringe any copyright in the information obtained through use of the customer's Customer Identity nor shall any such person retain such information for re-use in any computer system save where such use is specifically intended by BT, the Information Provider or the Sub-Information Provider as the case may be.
- If as a result of use of the Prestel service in contravention of sub-paragraphs 5.1 to 5.5 BT treats such use as a breach of paragraph 13.1 (iii) by the customer and exercises its rights under paragraph 13 accordingly, BT may refuse to restore Prestel service until such assurance as it deems sufficient is received that there will be no further such contravention.
- The provision of Prestel service does not imply any right of membership of any Closed User Group in respect of which the customer shall apply for membership to BT, the information Provider or the Sub-Information Provider as appropriate.

## 6 Charges for Prestel Service - General

- Frame charges applicable to frames in an Information Provider's database are determined by that Information Provider and not BT. BT collects such charges from customers on behalf of Information Providers.
- BT may also collect from customers other charges related but not specific to Prestel service on behalf of third parties.
- All other charges for Prestel service shall be such as BT shall determine from time to time and BT may alter any such charges on giving not less than one month's notice to customers.
- Unless otherwise provided by this contract, all charges shall be payable on demand. The customer will be billed quarterly on dates determined by BT. The first payment of such charges due to BT shall consist of an amount in arrears in respect of the period between the date referred to in sub-paragraph 7.3 and the first billing date in addition to the first full quarterly standing charge in advance.
- Charges payable for the usage of Prestel service shall be calculated, except where BT otherwise determines, by reference to the details of usage recorded by BT and not by an apparatus or means used by the customer.

## 7 Standing Charges

- Save as provided in sub-paragraph 6.4 hereof standing charges are payable quarterly in advance and are not refundable.
- The aggregate amount of the frame charges or the standing charges for each service and/or facility comprised in Prestel service provided for a customer may be included as a single item in the customer's bill.
- The standing charge for Prestel service shall commence, unless BT notifies the customer to the contrary, on the date when BT first makes available to the customer the service or facility to which the charge relates.

## 8 Value Added Tax

Unless otherwise stated, every charge is exclusive of Value Added Tax, an amount for which where applicable will be added to the customer's bill.

## 9 Liability of Customer for Charges

- The customer shall pay on demand all applicable charges for the Prestel service and facilities requested by the customer or by a person using the customer's Customer Identity or by any other person appearing by BT to be acting on the customer's behalf.
- The charges for Prestel service are in addition to charges for any other telecommunication service provided by BT and used directly or indirectly in connection with Prestel service.

## 10 Deposits and Payments in Advance

- BT may, from time to time, either before or after the initial provision of Prestel service, require payment within such time as BT may direct of a deposit of such amount as it thinks fit, by way of security for the payment of any charges payable or to become payable by the customer. It may retain the deposit until the discharge of all liability of the customer for charges and may from time to time appropriate a deposit or any part of it in or towards payment of any such charges which the customer is liable to pay.
- BT may add to a deposit which is repaid after retention for not less than one year a sum by way of simple interest calculated at such annual rate as BT may from time to time decide.

## 11 Temporary Cessation or Restriction of Service

If at the request of the customer or a person appearing to BT to be acting on the customer's behalf BT temporarily suspends or restricts Prestel service, charges shall continue to be payable notwithstanding such suspension or restriction, in addition to the charge for such suspension or restriction.

## 12 Cancellation of Application for Prestel Service

Before Prestel service is provided the customer may cancel an application by written notice to BT on payment of a cancellation charge.

## 13 Default by Customers

- If the customer:
  - fails to pay when due any sum payable under this contract;
  - is the subject of a receiving order in bankruptcy made against him (or in Scotland is sequestrated or in Northern Ireland is adjudicated bankrupt) or becomes insolvent or makes any composition or arrangement with or assignment for the benefit of his creditors or suffers execution, distress, any form of diligence or seizure to be levied or affected on or against the customer's premises, assets or effects or being a company goes into liquidation, whether voluntary or compulsory, or has a receiver of any assets appointed; or
  - fails to observe or perform any of the provisions of this contract;BT may (without prejudice to any other right or remedy):
  - without notice, temporarily suspend Prestel service without prejudice to the liability of the customer to pay Prestel charges for any period of suspension;
  - after notice, summarily terminate this contract.
- Where Prestel service is restored after temporary suspension, except at the customer's request, under any provision of this contract the customer shall pay a reconnection charge.
- If the customer fails to comply with any provision of this contract, liability nevertheless continues for all charges due and to become due for Prestel service provided during any period of such failure.
- Any waiver by BT of a breach by the customer of any provision of this contract shall be limited to the particular breach and shall not operate in any way in respect of any future breach by the customer, and no delay on the part of BT to act upon a breach shall be deemed a waiver of that breach.

## 14 Termination of Service by Notice

- At any time after Prestel service has been provided, this contract or, unless expressly stated otherwise, the provision of any service or facility under it may be terminated:
  - by BT by at least one month's notice; or
  - by the customer on written request.
- If BT gives notice under sub-paragraph 14.1 the liability of the customer to pay Prestel charges shall cease on the expiration of the notice without prejudice to any accrued liability. If the customer gives notice under sub-paragraph 14.1 his liability to pay Prestel charges shall cease on the date on which BT receives the notice in accordance with paragraph 20 without prejudice to any accrued liability.

## 15 Arbitration

Any dispute arising under this contract which does not involve a complicated issue of law or a sum exceeding £500 may be referred to arbitration under the procedures previously agreed between BT and the Chartered Institute of Arbitrators details of which shall be set out from time to time in BT's Code of Practice in respect of disputes and complaints relating to provision of service.

## 16 Limitation of Liability

- For the avoidance of doubt BT has no obligation, duty or liability in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- In any event BT undertakes no liability whatever whether in contract, tort (including negligence or breach of statutory duty), or otherwise for the acts or omissions of other providers of telecommunication service outside the United Kingdom and Isle of Man or for faults in or failures of their apparatus.
- In any event in no circumstances shall BT be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings or for any indirect or consequential loss whatever.
- In any event BT's liability in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this contract or howsoever otherwise shall be limited to £1,000,000 for any one incident or series of incidents and £2,000,000 for any series of incidents related or unrelated in any period of 12 months.
- BT's limit on liability applies:
  - to the customer when using Prestel service provided for the customer under this contract;
  - to the customer when using Prestel service provided by BT to other customers and/or provided by BT at public call offices or using any other services provided in any other way by BT;
  - to any person using Prestel service provided by BT to the customer on whose behalf the customer agrees this limit on liability shall apply; and
- the customer shall indemnify BT against any actions, proceedings, claims or demands in any way connected with this contract brought or threatened against BT by a third party except to the extent that BT is liable to the customer under this paragraph.
- Each provision of this paragraph is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of this contract.
- BT does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- BT undertakes no liability to the customer for any information not provided directly by it for the purposes of Prestel service.

## 17 Variation of Terms and Conditions

BT may from time to time amend this contract by a document referring expressly to this paragraph and signed by a person duly authorised by BT and shall give the customer not less than one month's notice of such amendment.

## 18 Evidence as to Sums Due

In any proceedings between BT and the customer or his personal representatives, a certificate of BT that a specified sum is due to BT from the customer for Prestel service provided under this contract shall be evidence and, in Scotland, sufficient evidence of that fact.

## 19 Consent or Approval of BT

Any consent of BT referred to in this contract shall be revocable at the discretion of BT by giving written notice.

## 20 Service of Notice

- Any notice or other document which may be given or served by BT under this contract shall be deemed to have been duly given or served if left at or sent by post to the address at which service is required or provided, or the address stated in the relevant application as the customer's address, or an address notified to BT by the customer as an address to which bills may be sent, or the customer's usual or last known place of abode or business in the United Kingdom, or the Isle of Man, or if the customer is a limited company, its registered office.
- BT's address for the service of any notice by the customer under this contract shall be British Telecommunications plc, Network House, Brindley Way, Hemel Hempstead HP3 9RR or any different address that may be notified to the customer.

## 21 Force Majeure

BT shall not be liable for any breach of this contract caused by Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving BT employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom BT is not responsible or any other cause whether similar or dissimilar outside BT's control.

## 22 Proper Law

This contract shall be deemed made in England and subject to the jurisdiction of the English Courts.