



ADOPT A KIOSK



# Welcome to the Adopt a Kiosk Scheme

**The Adopt a Kiosk scheme enables your community to retain its iconic red kiosk.**

**It is open to the following bodies:**

- **Recognised local authority (e.g. District/Borough Council)**
- **Parish/Community/Town Council or equivalent**
- **Registered charity**
- **Private land owner. (Anyone who has one of our telephone boxes on their land)**

**The scheme is not available to other individuals, community groups such as residents associations or commercial organisations.**

# The Adopt a Kiosk programme

**Since the Adopt a Kiosk programme was launched, more than 5,000 communities across the UK have seized the opportunity to do something wonderful with local phone boxes that had little or no usage.**

Often, BT phone boxes have stood for years as part of a town or village, and many members of the community are keen to avoid simply having the phone box removed, leaving an empty space where it once stood.

The growth of the mobile phone industry has inevitably meant phone box usage has dropped dramatically, and nearly half of the phone boxes in the UK have been removed, but there are still around 5000 red phone boxes which can be adopted.

So BT is delighted to give communities the opportunity to get back in touch with the remaining phone boxes – and make them once again an asset that local people can enjoy.

Thousands of communities already have come up with a fantastic array of ideas to re-use their beloved local phone box.

Phone boxes already adopted include a grocery shop, a wildlife information centre and the Community Heartbeat Trust charity has even installed defibrillators in some local phone boxes.

This pack is designed to inspire you as to what you could do with your local phone box, and give you some more information about how to get involved in adopting.

Whether it's something that would bring heritage and culture, a practical solution or just joy and inspiration to your community, BT would love you to consider adopting!

# Saving lives with phone boxes at the heart of communities

**Up and down the country, the Community Heartbeat Trust is campaigning for redundant phone boxes to be turned into vital medical centres for local communities, including the installation of lifesaving defibrillators in the phone boxes.**

From Aberdeen to Plymouth, working with BT, the charity has already installed defibrillators into a number of phone boxes, and is now inundated with inquiries from parish councils.

Trust secretary Martin Fagan said: “With something as serious as a cardiac arrest, time is of the essence, and unfortunately ambulance services often can’t reach country villages in time.”



“To install defibrillators in disused phone boxes is ideal, as they are often in the centre of the village and it means the iconic red phone box can remain a lifeline and focus the community.”

“The take-up has been fantastic, and we hope many more people will adopt and choose our help to save lives in rural communities.”

“ To install defibrillators in disused phone boxes is ideal, as they are often in the centre of the village and it means the iconic red phone box can remain a lifeline and focus the community ”



### And here's how it can work...

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When crowds gathered to watch the Tour de France stream through the little Essex village of Finchingfield, an adopted BT phone box played a major role in saving a man's life.

Parish clerk Kate Fox said: "A man suffered a heart attack while visiting Finchingfield to join the 8,000-strong crowd thronging the village that day.

"Fortunately, one of the ladies from the post office was on hand and her prompt action in using the phone box defibrillator to stimulate his heart before an ambulance arrived was certainly instrumental in saving his life.

"The ambulance crew worked on the patient for nearly hour to stabilise him before he was transferred to Basildon hospital by air ambulance."

The council is now planning to put another defibrillator in another BT phone box in the neighbouring parish of Great Bardfield.

"Anyone would be able to use the defibrillator in the event of an emergency," said Kate. "The devices are very intuitive with audio directions so, although training is beneficial, it's not essential."



## Promenade of art as Cheltenham boxes clever

**Ten red phone boxes in the centre of Cheltenham are being transformed into miniature art galleries.**

The phone boxes have been a familiar sight in a pedestrianised section of the Promenade in the Gloucestershire town since the 1960s.

The go-ahead for their novel new use was approved at a meeting of the borough council's planning committee. Councillors

voted unanimously in favour of the idea and said they were pleased the phone boxes would remain a permanent feature in the town.

The phone boxes were removed to undergo renovations before being returned to the site where they now provide a showcase for the work of local artists.





# Village phone box looks blooming lovely, thanks to littl'uns

**Green-fingered tots have given a new lease of life to the Red phone box in the village of Minety, Wiltshire.**

Adopted by the community, the phone box has blossomed as a pop-up plant shop where local pre-school children sell flowers and vegetables they have grown themselves.

The plant-growing initiative started as a fundraiser to earn £65 to buy red paint to smarten up the phone box but thanks to a request from Rob Hilliar of BT, who happens to be the deputy chair of the local parish council, BT volunteered to provide the correct shade of red paint.

Rob said: "The whole thing has been so successful, and such fun for the kids, that they are continuing their little enterprise.

"As plants sell, the shop is restocked and the children are also growing produce such as lettuce and tomatoes at customers' request.

"They've already raised more than £150 so far towards the pre-school funds."



# Superstar Brian May opens exhibition in the world's smallest art gallery

**Brian May had many great opportunities while he was part of legendary rock band Queen - but one of his most unusual involvements centres on a red BT phone box in North Yorkshire.**

The phone box, which has been part of the market town of Settle for over 50 years, has been turned into a fantastic mini art gallery, and Brian was one of the big names behind the project due to his passion for photography and huge desire to bring some Bohemian Rhapsody to village and community life.

The community of Settle bought the phone box for £1 as part of Adopt a Kiosk box and turned it into one of the quirkiest art galleries in the country.

Curator Roger Taylor (no connection to Queen!) and Brian exhibited some of his beloved stereoscopic photographs, and the booth has also shown postcards, poetry, paintings and even fabric pictures.





Roger said: "The project has given the people of Settle a real sense of community and joy, and also helped to put our town of 4,000 people on the map."

"We were bursting with pride when Brian came to open the exhibition, and his lecture packed out our small village theatre."

"The effect on the local economy has been significant, with local holiday rentals and B&Bs even referencing the gallery on their websites as one of Settle's latest attractions."

“ The project has given the people of Settle a real sense of community and joy, and also helped to put our town of 4,000 people on the map ”

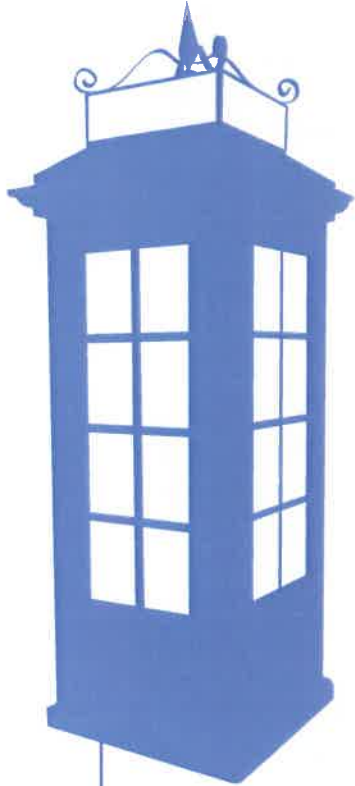




Adopt a Kiosk

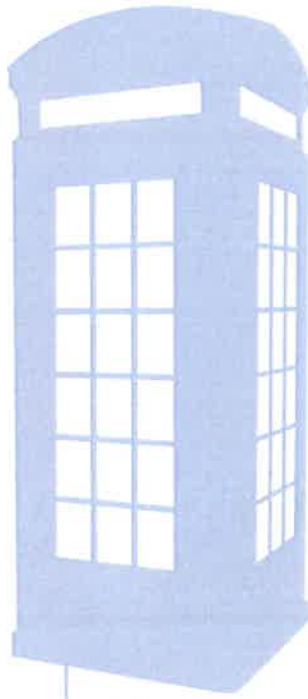
Great ideas brought together by communities just like yours, from across the UK

## Phone box design timeline



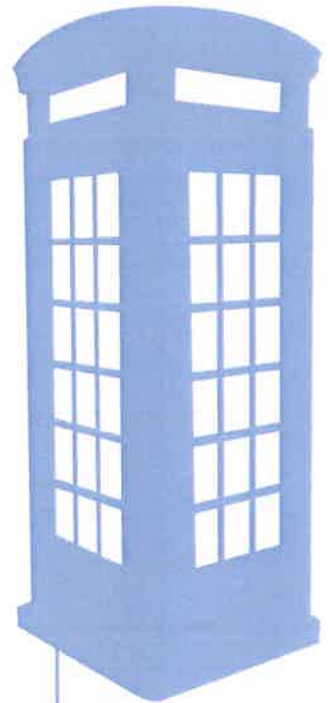
**K1**

Designed by  
Somerville & Company  
1920



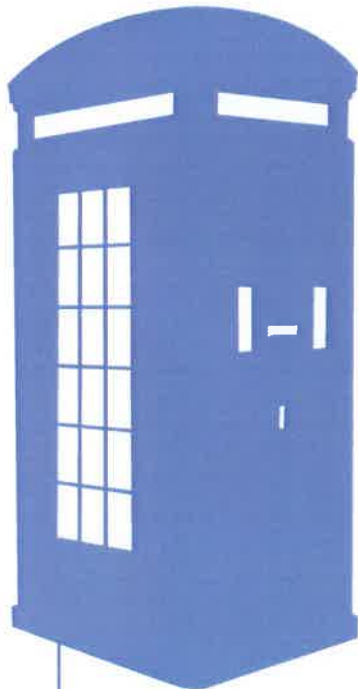
**K2**

Designed by  
Giles Gilbert Scott  
1924



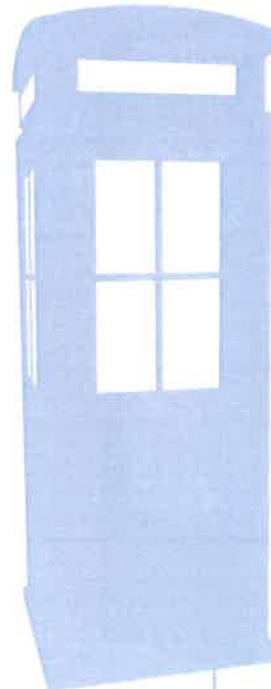
**K3**

Designed by  
Giles Gilbert Scott  
1927



**K4**

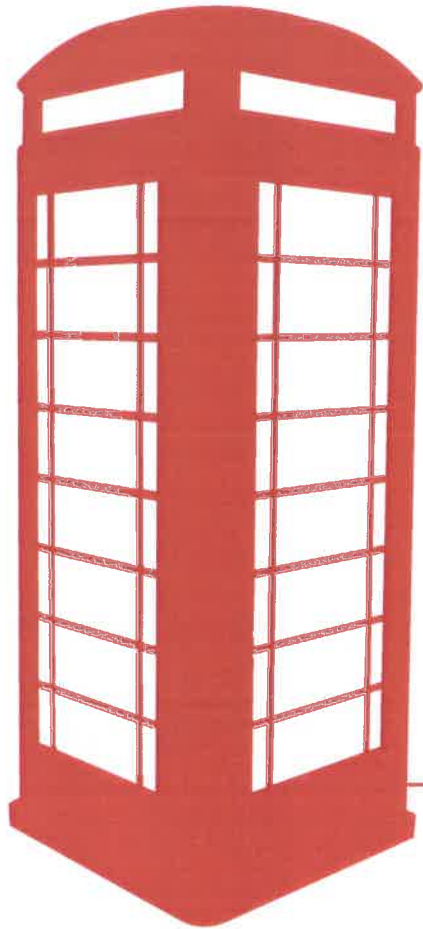
Designed by  
the Post Office  
1927



**K5**

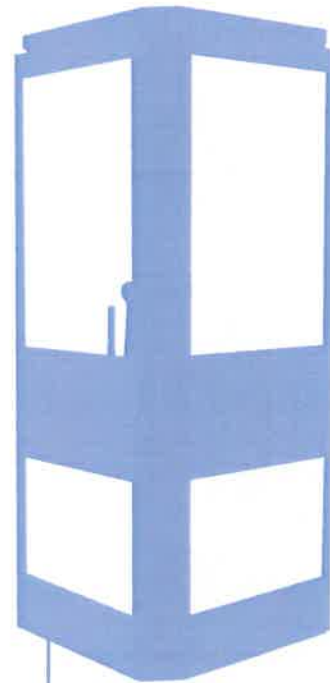
Designed by  
the Post Office  
1934





**K6**

Designed by  
Giles Gilbert Scott  
1935



**K7**

Designed by  
Neville Conder  
1959



**K8**

Designed by  
Bruce Martin  
1968



**What will yours be?**

Designed by your community



# All you need to know about adopting

**We would love you to adopt your phone box, and below are some of the key questions to help you make the decision for your community.**

## WHO can apply?

Any recognised local authority, parish/ community/town council, Registered Charity or any Community Interest Company throughout the UK or Scotland can apply to adopt their local phone box.

## HOW much does it cost?

To comply with legal requirements, authorities will be required to purchase the phone box from BT for a £1. Where there is power present at the kiosk the Parish / Community / Town council has the option to take ownership of the power supply, or for BT to continue to supply the power free of charge on your behalf.

## WHICH planning regulations which need to be complied with?

Any group who adopts a phone box must apply to the relevant authorities for all of the necessary consents to retain a phone box.

## WHAT happens to the power connection?

**Option1:** BT Payphones will continue to be responsible for the electrical supply and any payments to the electricity companies for that supply. BT reserves the right to disconnect the electricity supply at some point in the future, however BT will contact the kiosk owner should this become necessary. Electrical equipment cannot be connected to the electrical supply unless agreed with BT.

At the point of adoption BT will ensure that the light will be working but from then on BT will only be responsible for the supply in to the kiosk to the point of the fusebox. Any future faults beyond this point will be the responsibility of the phone box owner.

**Option 2:** The customer can choose to take over the responsibility for the electricity supply. Customers choosing this option will have to apply for an MPAN number from their electricity company. Please contact us should you wish to choose this option.

#### WHAT is an MPAN number?

A Meter Point Administration Number or MPAN number is a 21 digit reference number, used across the UK to determine electricity supply points. Where the customer chooses to own the power connection for themselves BT will require the customer's un-metered MPAN number. The number is required to transfer the billing for a phone boxes power supply. Local power companies will be able to supply this. Please contact us if you require more information on how to apply for an un-metered MPAN number.

#### WHAT if the power supply has already been disconnected?

Where a power disconnection has already taken place BT will not refund any payments made or reconnect the supply.

#### WHAT is the annual electricity cost for a phone box?

If the customer chooses to transfer the electricity supply over to themselves BT has no control over what electricity companies will charge for providing an un-metered supply for the lighting. This will vary depending on the electricity company chosen.

#### CONDITIONS OF TRANSFER

The following provides an overview of the key requirements for any potential transfer. Please ensure that you also review the contract agreements.

# Next steps

## WHO TO CONTACT NEXT?

Please visit [www.bt.com/adopt](http://www.bt.com/adopt) for more information

1. The adopting community must apply to the relevant authorities for any of the necessary consents to retain a phone box. This may involve planning consent depending on the Local Authority.
2. The phone box will be disconnected from the telecommunications network and the payphone equipment removed by BT.
3. Where a phone box is powered, the adopting community will have the option for BT to continue to supply the power free of charge or to take ownership of the supply for themselves. Please contact us should you wish to own the power connection for yourselves.
4. To comply with legal requirements, the adopting community will be required to purchase the phone box from BT for £1.
5. The phone box will be purchased with any and all physical defects. No representations, warranties or conditions concerning the quality or fitness for purpose are given or assumed by BT.
6. The adopting community will be responsible for all support and maintenance of the phone box and for any liability resulting from the phone box or its use following completion of the transfer.

## WHAT HAPPENS WHEN YOU APPLY?

Once an application has been submitted, BT will handle the rest. It is that simple!

1. It is imperative that all the legal conditions contained within the “agreement for the sale and purchase of telephone kiosk(s)” are met. Only submit an online application when the contract can be signed and returned to BT.
2. Upon receipt of both the online application and a signed contract, BT will review the application.
3. BT will sign and return a copy of the contract for all approved applications, upon which the transfer process will commence automatically.
4. Upon completing the removal of the payphone equipment from the phone box, BT will forward a Notice to Complete to the adopting community. Ownership of the phone box will be automatically transferred within 5 days.
5. The phone box(es) will then be the property of the adopting community!
6. Some applications will require the permission of the Local Authority. BT will apply for permission in these cases, but this can take up to 90 days and acceptance cannot be guaranteed. In the event an application isn't approved BT will contact the adopting community directly.



## Did you know...

- Any recognised local authority, parish/community/town council, parish meeting or Registered Charity throughout the UK or Scotland can apply to adopt their local phone box
- Since the Adopt a Kiosk scheme was launched in 2008, 4,000 phone boxes have been adopted
- Boxes have been turned into defibrillator kiosks, art galleries, book exchanges, exhibitions and information centres and even a pub!
- Every village that fits a defibrillator supplied by the Community Heartbeat Trust in their adopted phone box can receive a free paint kit from the British Coatings Federation to spruce up the box
- Villagers in Ambridge - in BBC Radio 4's long-running drama The Archers - have adopted their own phone box
- You can check easily online to find out if your local phone box is available for adoption, but even if it isn't then you can contact us to see what we can do for you.

If you would like to find out more about adopting a phone box,  
Please visit [www.bt.com/adopt](http://www.bt.com/adopt) for more information



## Offices worldwide

The services described in this publication are subject to availability and may be modified from time to time. Services and equipment are provided subject to British Telecommunications plc's respective standard conditions of contract. Nothing in this publication forms part of any contract.

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Registered office: 81 Newgate Street, London, EC1A 7AJ  
Registered in England no. 1800000  
PHME 78264

# AGREEMENT FOR THE SALE AND PURCHASE OF TELEPHONE KIOSK(S) TO A LOCAL AUTHORITY IN ENGLAND OR WALES

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## Background

The Buyer wishes to buy the Goods from the Seller and the Seller has agreed to sell the Goods to the Buyer upon the terms and conditions set out in this agreement.

## 1 Definitions

**In this agreement, unless the context requires otherwise:**

'the Purpose' means [ ]

'Buyer' means [ ]

**'Conditions'** means the terms and conditions of sale set out in this agreement.

‘Decommissioning’ means (i) the disconnection of the Goods from the Seller’s telecommunications network and (ii) the removal of the payphone, ancillary equipment and wiring from within the kiosk. ‘Decommission’, ‘Decommissioning’ and ‘Decommissioned’ shall be construed accordingly.

'Goods' means the telephone kiosk or kiosks as more fully described in the schedule to this agreement, which the Buyer agrees to buy from the Seller but excluding any telephony and ancillary apparatus.

**"IP Rights'** means all intellectual property rights in any part of the world, including but not limited to patents, copyright, design rights, trade marks, database rights, registered design rights and community design rights and shall include pending applications for any intellectual property rights.

**'Notice to Complete'** means a notice in writing by the Seller to the Buyer stating that in the Seller's reasonable opinion the Goods have been satisfactorily Decommissioned and are ready for delivery to the Buyer.





"Ofcom"	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
"Planning Acts"	means any relevant planning legislation in force at the date of this agreement, including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.
'Price'	means the price for the Goods excluding any carriage, packing and insurance.
'Seller'	means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).
'Universal Service Obligation'	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

## **2 Conditions applicable**

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.4 Where appropriate this agreement is entered into following written confirmation from the Buyer that an application for planning consent has been submitted for the Purpose.

## **3 Agreement, price and payment**

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.
- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than they are at today's date, or than described in the schedule hereto.



- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk or any interest in it, nor shall the Buyer acquire that land or any interest in it under this agreement.

**4. Decommissioning, delivery and acceptance**

- 4.1 The Seller shall serve the Notice to Complete on the Buyer on or before the completion of the Decommissioning works in respect of the Goods
- 4.2 Delivery of the Goods shall be deemed to have taken place five working days after the day upon which the Seller sends the Notice to Complete to the Buyer. No further intimation is required.
- 4.3 The Buyer shall make all necessary arrangements to take delivery of the Goods following receipt of the Notice to Complete.
- 4.4 The Buyer shall be deemed to have accepted the Goods upon delivery.
- 4.5 After acceptance the Buyer shall not be entitled to reject the Goods due to their physical condition or due to any financial or statutory obligations (whether foreseen or not) imposed upon the Buyer as a result of this agreement or otherwise related to the Goods.
- 4.6 The Seller shall not be liable to the Buyer for late delivery of the Goods.

**5 Post acceptance obligations**

- 5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:
- 5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.
- 5.1.2 Any requirements, directions, rules or recommendations of Ofcom.
- 5.1.3 The Planning Acts.
- 5.1.4 Any planning consents relating to the Goods so far as they remain applicable.
- 5.1.5 Where the Buyer is a Registered Charity or Charitable Organisation, the Seller retains the right to re-claim ownership of the Goods if the Buyer loses its charitable status.
- 5.1.6 If planning for the Purpose is not granted within 12 months of the date of this agreement, the Buyer and Seller shall agree an extension of time of no more than 12 months to enable the Buyer to prepare and submit an appeal to the Department of Environment. In the event that the planning approval is not granted following submission of an appeal, or the expiry of time allowed to make an appeal without an appeal being made, then the Buyer shall at its own cost and expense:

- (i) In the case of listed Goods:





- a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
- b. Apply to de-list the Goods

- (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost

5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.

5.3 (a) Without affecting clause 6.3, the Buyer acknowledges that the kiosk may have a Class I light fitting and fuse spur(s) which do not meet current IP (ingress protection) rating requirements of BS7671 regulations for exterior electrical fittings. The Buyer accepts any health and safety risk with their ongoing use. The Buyer waives any claim against the Seller in respect of such matters. The Buyer also acknowledges that an upgrade to the light fitting and fuse spur(s) may be required which will be the sole responsibility of the Buyer. The Buyer may want to obtain an assessment from a qualified electrician.

(b) The Buyer agrees that the Goods are not intended to be used in any way by any person in the course of or in relation to their work. However, it agrees that, should a person at work do anything in relation to the Goods, it will take steps sufficient to ensure, so far as is reasonably practicable, that the Goods will be safe and without risks to health at all such times when it is being set, used, cleaned or maintained or otherwise interacted with by a person at work. In particular, the Buyer will ensure:

- (i) that the light is upgraded to a luminaire meeting Class 2 with IP rating of IP54 (or better).
- (ii) that the electrical supply housing is upgraded by replacing the spur units with IP66 type (or better).

The Buyer will employ an NICEIC registered electrician to review the installation, for the use it intends for the adopted kiosk, and carry out any required works in accordance with the then applicable regulations and standards.

The Buyer shall employ an NICEIC registered electrician to review the Goods for the use the Buyer intends, and for any required works. In addition, the Buyer will employ an NICEIC registered electrician for regular inspection and testing.

5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under or in relation to the



matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.

5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity, then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company) fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.

5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.

5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment, must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.

The Defibrillator Cabinet must be:

- (a) Class 2 IP rating 54;
- (b) Compliant to BS7671-416/417 in its construction;
- (c) Manufactured by a ISO 9001/2 certified manufacturer;
- (d) Protected by an RCD

5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.

5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.

5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

5.6 From acceptance of the Goods the Buyer shall:

07/09/2018 RG



- 5.6.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller payphone and are not connected to the Seller's electronic communications network.
  - 5.6.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are the responsibility of the Buyer.
  - 5.6.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
  - 5.6.4 Not sell, lease or license the Goods to a competitor to the Seller nor permit a competitor to install electronic communications apparatus (as defined in the Electronic Communications Code, in Schedule 3A of the Communications Act 2003 as amended from time to time) within the Goods and itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus within the Goods.
  - 5.6.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
  - 5.6.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
  - 5.6.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.6 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.7 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.8 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.54, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.





- 5.9 Not connect any equipment to the electricity supply referred to in Clause 5.54 without the express written agreement of the Seller.

## **6 Warranties and liability**

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any tier of local government to the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

## **7 Title and risk**

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

## **8 Limitation of Liability**

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.
- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.



- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel before entering into this agreement.

**9 Intellectual property**

No assignment or licensing of any IP Right is granted or made under this agreement.

**10 General**

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.
- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Buyer shall not, disclose the existence of the Agreement in any journal magazine or publication or any other publicly available media or otherwise use the Seller's name or logos (including any trade marks) in any of its advertising or publicity material without the seller's prior written consent, which may be withheld or given in the Seller's absolute discretion.



## **SCHEDULE**

### **THE GOODS – Specification and Description**



Signed by [ ] for and on behalf of  
**BRITISH TELECOMMUNICATIONS plc**

.....  
Signature

.....  
Position (director/company  
secretary/manager/attor-  
ney/agent).

*If signing as agent or under a power  
of attorney, please attach a copy of  
the document giving authority.*

Signed by [ ] for and on behalf of

.....  
Signature

.....  
Position (director/company  
secretary/manager/attor-  
ney/agent).

*If signing as agent or under a power  
of attorney, please attach a copy of  
the document giving authority.*



