

## Terms and conditions for the BT Connected Devices service

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You should read these terms and conditions carefully as they contain important information. Please also read the “BT Devices” section of our Privacy Policy which you can find at [www.bt.com/privacypolicy](http://www.bt.com/privacypolicy). It describes how we may use your personal information.

### The basics

- 1. Who we are:** We're British Telecommunications PLC of 81 Newgate Street, London, EC1A 7AJ. We're registered in England with company number 1800000. Everyone knows us as BT.
- 2. What words mean:** Some of the words and phrases in these terms and conditions have special meanings. Those words are explained below. They are printed in bold wherever they have the special meaning given below:

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

- These terms and conditions;
- Our latest Privacy Policy ([www.bt.com/privacypolicy](http://www.bt.com/privacypolicy));
- Our latest Acceptable Use Policy ([www.bt.com/acceptableuse](http://www.bt.com/acceptableuse)); and
- The latest version of any other policy we tell you about.

**charges** – the fees (if any) you pay for a **service** or a **service feature**. We'll tell you what these are in your order confirmation. This might be a regular payment or a one-off fee upfront – but it's separate from the price you paid for your equipment.

**equipment** – the connected device you purchased from a **retailer** and which you use to access the **service**, such as your BT Smart Home Cam.

**minimum term** – any initial or later period during which you've agreed to pay for a **chargeable service** or a **chargeable service feature** as shown in your **order confirmation**. If you have a **non-chargeable** service, you won't have a **minimum term**.

**network provider** – the telecommunications provider that you purchase your UK internet services from, including both broadband and mobile data services.

**order confirmation** – the welcome email we send you after we accept your order for a **service**. It confirms important things like the description of a **service**, the **minimum term** (if any) and the **charges** you'll need to pay (if any).

**retailer** – means the store you purchased your **equipment** from. This might be a retailer on the High Street or an online retailer such as BT Shop (shop.bt.com).

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

**service** – the service that we are providing you with under the **agreement**, which enables connectivity for your **equipment** and access to online platforms such as Apps, including any **service features**. We will describe this service in your order confirmation. Sometimes there will be a **charge** for your **service** (making it a **chargeable service**). If there's no **charge** (other than the amount you paid your **retailer**) your service is a **non-chargeable service**.

**service features** – any products, features or functions we provide on top of, or as part of, the **service** (for example, storage capability). If there is a fee for your service feature, it is a **chargeable service feature**.

**third party products and/or services** – any product and/or service developed by a third party which we allow you to interact with the **service** or the **equipment**, for example, Amazon Alexa.

**user account** – the account you will need to create to access the **service**.

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

### 3. What are these terms and conditions for?

- a. These are the terms and conditions which apply when we provide you with a **service**.
- b. If we provide you with any another service, then you'll have a separate agreement for each service. Please read each agreement carefully.

## The service

### 4. How you can use the service

- a. Each **service** is just for you and your household for personal use (so you can't use it for any trade, business or profession). You're responsible for how each **service** is used.
- b. It is your responsibility to have relevant building and contents insurance and security for your home. You must not rely on the **service** to safeguard your property.
- c. You must have permission if you want to install the **equipment** and use the **service** and it affects someone else's property or privacy.
- d. You agree that you'll do the following in connection with each **service**:
  - i. Follow any reasonable instructions we give you and help us run our security checks.

- ii. Tell us if you change your name, email address, payment details or anything else we might need to know about.
- iii. Do everything you can to keep your **user account** and password private and stop anyone else from using them. You should also keep your account details safe from fraudsters. There is guidance on this at [www.bt.com/scams](http://www.bt.com/scams).
- iv. Tell us straight away, and change your password, if you think or know that someone else knows your **user account** username and password.
- v. Use each **service** lawfully. That means you must not use it in a way that breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as appropriate).
- vi. Not do anything which might have a negative effect on:
  - 1. our systems, networks, servers, brand, reputation or security;
  - 2. other customers' services or equipment;
  - 3. other customers' security; or
  - 4. any other person's or business's systems, networks or security.
- e. If we reasonably believe you've misused a **service**, or have let anyone else misuse it, you might have to pay us for any loss or damage we suffer as a result. There are more details about this in our Acceptable Use Policy at [www.bt.com/acceptableuse](http://www.bt.com/acceptableuse).

## 5. Your network provider

- a. Your **service** can be used with broadband or mobile services from any **network provider** - you don't have to be a BT broadband or mobile customer.
- b. You'll need to have broadband and/or mobile data to be able to use the **service**.
- c. If there's a fault with your broadband or mobile data, the **service** probably won't work. We're not responsible for any fault caused by your **network provider**, including where there's a fault in your broadband service which causes the **service** to stop working. We've set this out in more detail in clause 13.

## 6. Third party products and/or services

- a. From time to time, we may provide you with the opportunity to interact the **service** or the **equipment** with **third party products and/or services**, for example, Amazon Alexa.
- b. Your consent and authorisation is required to enable this interaction. To revoke this consent, you should consult the terms and conditions of the **third party product and/or service**.

- c. We are not responsible for the quality or safety of any **third party product and/or service** or for any fault caused by such a **third party product and/or service**. We've set this out in more detail in clause 13.

## 7. What we have to do for you

- a. We provide each **service** to you.
- b. We may take instructions from a person who we have good reason to believe is acting with your permission.
- c. We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of each **service** we can't guarantee that it'll be available all the time.
- d. Occasionally we might have to interrupt, change or temporarily suspend some or all of a **service**. That could be to maintain, upgrade or repair the **service**. If we do, we'll try to get the **service** up and running again as quickly as possible.

## Payments

### 8. Paying what you owe us

- a. If you have a **chargeable service** or a **chargeable service feature**, you must pay the **charges** (if any), whether you use them or someone else does.
- b. If you genuinely think we've charged you the wrong amount, tell us straight away. We won't suspend or end a **service** or **service feature** while we look into the matter. You must pay the amount you agree that you owe.

## Ending the service and this agreement

### 9. Ending your non-chargeable service

- a. To return your **equipment**, you'll need to contact your **retailer**. The retailers' returns and exchanges policy will apply.
- b. If you return your **equipment**, your **equipment** will no longer need the **service** and this will no longer be provided. However your **user account** will remain open and you'll be able to add additional **services** to it at a later date.
- c. If you want to close your **user account**, you'll need to contact us.

- d. If you cancel a **service** under this clause this will only cancel your **service**. If you want to receive a refund for any **equipment** you purchased to access this **service**, you will need to return your **equipment** to the **retailer**. The retailer's returns policy will apply.

#### 10. Ending your chargeable service or chargeable service feature

- a. If you have a **chargeable service** or **chargeable service feature**, you can change your mind and cancel the **service** or the **service feature** at any time.
- b. If you decide to cancel the service or service feature but we've already started providing a **service** or **service feature**, we won't refund you the cost of the service or service feature you've had. But we will refund you for the time period you haven't used yet.
- c. If you cancel a **service** or **service feature** under this clause this will only cancel your service or **service feature**. If you want to receive a refund for any **equipment** you purchased to access this **service**, you will need to return your **equipment** to the **retailer**. The retailer's returns policy will apply.

#### 11. When we may restrict, suspend or end a service

- a. We may stop providing a **service** at any time by giving you at least 30 days' written notice.
- b. If you break the **agreement**, we'll normally let you try to put things right within a reasonable time. But we may limit, suspend (in part or fully) or end a **service** immediately if any of the following apply:
  - i. We have to end the **agreement** by law or in line with any regulation.
  - ii. We can't provide a **service** (or part of it) any more, or we have suspended or restricted a related service.
  - iii. You break the **agreement** and don't put things right in a reasonable time.
  - iv. You seriously misuse a **service** or break the **agreement** in a way that cannot be put right.
  - v. You or anyone else using a **service** act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending a **service**.
  - vi. You don't pay for a **chargeable service** or **chargeable service feature** or you pay in a way other than how we've agreed with you.
  - vii. You cancel your direct debit and we haven't agreed another way you can pay.
  - viii. We suspect fraud or any other unauthorised activity.
  - ix. It's reasonable for us to do so to maintain a high-quality service.
  - x. Your usage is significantly different to what we'd expect from the average customer.

- xi. You significantly break any other agreement you have with us and don't put things right within a reasonable time.
- xii. You use a **service** for any trade, business or profession.
- c. If we suspect there's been, or is likely to be, a security incident, we may suspend your **user account** to protect your account. We'll ask you to change your password before letting you log back in.
- d. If we suspend or end a **service**, we'll tell you what you need to do to restore it, or we'll move you onto another service in accordance with clause 17, or we'll compensate you in another way.
- e. If you break the **agreement** and we do not take action, we can still take action at a later date.
- f. If you or we end a **chargeable service** or **chargeable service feature**, we'll refund any amount you've paid upfront in accordance with clause 10 above.

## If something goes wrong

### 12. What you can do when we don't meet our promises

If you've had a problem with a **service**, you may have a few legal options. For more information, visit the website [adviceguide.org.uk](https://adviceguide.org.uk). Also, when we've caused the problem, you can ask us and we may do the following.

- a. Pay you back for the loss of a **chargeable service** or **chargeable service feature**. We'll work out the refund using your daily **charges** and the number of days the **service** was affected by the problem.
- b. Pay you back any of your losses that we could have reasonably foreseen as a result of us breaking the **agreement** (except as set out in clause 13). If you claim this, we'll ask you to show us proof of your loss. VAT won't be added to any amount we agree you're due.

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

- a. If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.
- b. We accept responsibility for loss of or damage to your physical property arising from our negligence. We'll pay up to £100,000 in total for any one event or series of connected events arising in any 12-month period.
- c. Apart from responsibility we accept under clauses 13a and 13b, we won't pay you more than a total of £5,000 in compensation in any 12-month period.

- d. Apart from responsibility we accept under clause 13 and 13b, we're not responsible to you for the following.
- i. Any delay or failure caused by something beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action.
  - ii. You breaking the **agreement**.
  - iii. Any loss you suffer caused by you using a **service** in a way that breaks the **agreement**.
  - iv. Any loss or delay in your use of the **service** caused by your **network provider** (for example, if a fault caused by your network provider means your broadband or mobile service doesn't work as it should and your **service** is affected). If BT is your **network provider**, our liability for faults caused by us are set out in our Broadband and Mobile terms at [www.bt.com/legalstuff](http://www.bt.com/legalstuff).
  - v. Any loss or delay in your use of the **service** or **equipment** caused by a **third party product and/or service**. In such an event, you should contact the third party with any questions about its product and/or service.
  - vi. Any damage to your property or possessions caused by your use of the **service**.
  - vii. Any personal injury to you, for any reason which is not directly due to our fault or neglect.
  - viii. Any loss or damage caused by you using the **service** in breach of privacy or intellectual property laws.
  - ix. Any commercial or businesses loss.
  - x. Any loss or damage caused by malware or the unauthorised use of a **service** on any of your devices.
  - xi. Any loss of, corruption of or release of data or information.
  - xii. Any failure of safety, security or other alarm systems due to incompatibility with a **service**, or any other reason which is not due to our fault or neglect.
  - xiii. You using any **equipment** or hardware we haven't supplied.
  - xiv. Losses which we couldn't reasonably have expected or which we couldn't have considered when entering into the **agreement**.

#### 14. Returning faulty equipment

- a. If you think any of the equipment is faulty, please contact your **retailer**. The retailer's returns and exchanges policy will apply. Legal options may be available to you (for example, you may have a right to reject the equipment or the repair or replacement).

## 15. How we can change a service, charges and terms and conditions of the agreement

- a. We may change a service, charges and the terms and conditions of the agreement.
- b. If we increase any of our **charges**, or if we make any changes to a service, or the terms and conditions of the agreement in a way that significantly disadvantages you, we'll do the following:
  - i. We'll tell you at least 30 days before the change, unless we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible); and
  - ii. You'll be able to cancel the **chargeable service** or **chargeable service feature** in accordance with clauses 9 and 10.
- c. We'll either write to you about any other changes or advertise the change another way, such as on our website.

## 16. Changes to a service and terms and conditions of the agreement

- a. We may change a **service**, and terms and conditions of the agreement to do the following.
  - i. Make the agreement clearer or easier for you to understand, or change it in another way that doesn't significantly disadvantage you.
  - ii. Change, improve, update or add to a service you get.
  - iii. Introduce new services.
  - iv. Change the way we structure our prices, charges, or a service, (for example, if we change the names of our products or services, their content or their descriptions).
  - v. Add new service features.
  - vi. Add to or change the way we provide a service.
  - vii. Reflect changes to or developments in technology (for example, we may develop the way we provide a service, or introduce new ways to pay for a service, or develop and introduce new systems which give you a better service).
  - viii. Withdraw, replace or remove all or part of a service.
  - ix. Make minor changes to technical specifications (for example, limits for transferring information associated with a service and the technology we use to provide a service to you.)
  - x. Update, upgrade, improve or alter a service or service features (for example, to fix bugs or faults, tackle security issues, improve software or equipment, change the way a service looks).
  - xi. Reflect a change in our ability to provide a service in a particular area.
  - xii. Reorganise the way we manage or run our business.



- xiii. Reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us.
- b. We might need to make changes for reasons not listed above. If we do, we'll give you notice, and you may be able to end the service.

## 17. Moving between services

- a. If we withdraw a service so you can't carry on receiving all or part of it, we'll move you onto our next best, or better, service. If we can, we'll tell you at least 30 days' before we do this. If we can't, we'll give you as much notice as possible.
- b. If the service we move you to is a **chargeable service** and it has a higher charge than the **chargeable service** you were on, you'll be able to cancel the **service** or **service feature** and receive a refund as set out in clause 8 and 9.

## 18. What happens when you move home

- a. If you move home, you'll need to reinstall your equipment. You don't need to tell us that you're moving.
- b. You need to continue paying for your **chargeable service** or **chargeable service feature** during and after the home move.

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

- a. We'll contact you by email to the email address we have for you, or by sending you a notification within the service portal. . It's your responsibility to read the notices that we send you.
- b. You can phone us on 0808 100 0255. Calls are free from landlines and BT mobiles, and charged at the standard rate from other mobiles.

## 20. How we use your personal information

- a. BT will collect and process personal data on your behalf. Any personal information we gather from you in connection with your use of the **service** will be used in accordance with BT's Privacy Policy which can be found at:
  - i. <http://www.productsandservices.bt.com/products/static/privacy-policy/?page=btdevices>
- b. To the extent you capture the images of any other individuals whilst using the **service**, you acknowledge that it is your responsibility to provide them with notice of this.

## 21. Parental controls

- a. You're responsible for setting parental controls or any other controls available and keeping them up to date. The **service** doesn't come with parental controls included – you'll need to contact your **network provider** to make sure their parental controls are applied to the **service** and your **equipment** .

## 22. Transferring the agreement

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

## 23. Other things we need to tell you

- a. We and our suppliers still own any intellectual property rights associated with a service, so you won't own any rights in them by using a service.
- b. Only you and we can take action under the agreement. Nobody else can enforce it or benefit from it (except in line with clause 22).
- c. If any part of the agreement cannot be enforced, all other parts of the agreement will still apply.
- d. We may record calls (including marketing calls) to help us with training and to prevent identity fraud.
- e. The agreement is made under English and Welsh law. Any disputes you and we cannot settle can only be decided in English and Welsh courts, unless:
  - i. you live in Scotland, in which case Scottish law applies and the courts of Scotland will settle disputes; or
  - ii. you live in Northern Ireland, in which case the laws of Northern Ireland apply and the courts of Northern Ireland will settle disputes.
- f. For information on our products and services for people with disabilities, go to [www.bt.com/includingyou](http://www.bt.com/includingyou) .