



Conditions for BT Business Plan (Customer Based)

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1. DEFINITIONS

“**Committed Call Spend**” means the level of annual spend (net of discount) to which the Customer commits, as specified in the Application Form.

“**BT Business Plan (Customer Based) Prices**” means the prices set out in the BT Price List applicable to Customers who have signed this Contract.

“**Contract**” means this contract between the Customer and BT incorporating these terms and conditions, the BT Price List, the Application Form and Inventory.

“**Contract Period**” means a period of 12 months or 24 months as selected on the Application Form by the Customer commencing on the Operational Service Date or an anniversary of the Operational Service Date.

“**Customer**” means the person so named on the Application Form and anyone reasonably appearing to BT to be acting with that person's authority or permission.

“**Eligible & Contributory Call Spend**” means the spend (excluding VAT) at those BT Business Plan (Customer Based) Prices set out in the BT Price List which contribute to achieving the Committed Call Spend.

“**Inventory**” means a document, disk, CD-ROM, or other electronic material attached to the Application Form which contains details, as appropriate, of the lines, telephone numbers and account numbers to which the BT Business Plan (Customer Based) Prices are to be applied.

“**Non-Eligible & Contributory Call Spend**” means spend on those prices set out in the BT Price List which contribute to achieving the Committed Call Spend.

“**Operational Service Date**” means the date specified by BT on the Application Form as the date by which it will have applied the BT Business Plan (Customer Based) Prices to all the BT Business Plan (Customer Based) lines detailed in the Inventory and commenced measurement of the Committed Call Spend.

“**Spend Measurement Date**” means the date specified by BT on the Application Form as the date in each year on which BT will measure

the Committed Call Spend against the Customer's actual annual spend.

“**Standard Contract**” means a contract with BT for the provision of Telephone Service including the standard applicable prices set out in the BT Price List.

“**Subsidiary**” means a company that is either a subsidiary of the Customer or the Customer's holding company, as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

“**Total Contributory Call Spend**” means the total of Eligible & Contributory Call Spend and Non-Eligible & Contributory Call Spend.

2. DURATION

2.1 This Contract commences on the date BT states on the Application Form. The Contract Period begins on the Operational Service Date and will continue thereafter for a further Contract Period(s) until terminated by either party in accordance with the provisions of this Contract.

2.2 The Contract Period applies to all individual Standard Contracts subject to this Contract.

3. COMMENCEMENT OF CONTRACT

3.1 BT agrees to provide the lines specified in the Inventory on the Standard Contract as amended by paragraphs 2.2, 4.2, 4.3, 4.4, 6 and 7.3 of this Contract and the BT Price List

3.2 On signature of this Contract the Customer will deliver and confirm to BT the Inventory.

3.3 On the request of the Customer, the Customer's BT Business Plan (Customer Based) Prices will be applied to the lines of a Subsidiary. Any such request shall constitute a warranty from the Customer that it has the authority to vary the Subsidiary's Standard Contract in accordance with paragraph 3.1 and that the Subsidiary has given consent to BT to disclose billing information to the Customer. The Customer agrees to produce a copy of this authority if BT requests it.

4. INVENTORY CHANGES

4.1 During the Contract Period the Customer may request additional or new lines be added to the Inventory and the Inventory will be amended by BT to record the change.

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4.2 In respect of existing lines BT will apply the BT Business Plan (Customer Based) Prices from the date BT agrees with the Customer. In respect of new lines BT will apply the BT Business Plan (Customer Based) Prices from the date BT agrees with the Customer to provide Telephone Service.

4.3 On withdrawal of a line, the Standard Contract including the standard applicable prices as defined in the BT Price List will apply to that line, and the Inventory will be amended by BT to record the change.

4.4 If a line is to be terminated entirely, it must be removed from this Contract and then terminated according to the Standard Contract's termination paragraph.

5. SPEND MEASUREMENT

5.1 BT will measure on the Spend Measurement Date the Total Contributory Call Spend in the previous 12 month period for the Customer and any Subsidiary to whom paragraph 3.3 applies.

5.2 If on the Spend Measurement Date the Total Contributory Call Spend is below the Committed Call Spend, BT will apply the reconciliation charge as defined in the BT Price List.

6. PRICES AND BILLING

6.1 BT will apply the BT Business Plan (Customer Based) Prices in respect of charges incurred under this Contract to the Customer's bill.

7. TERMINATION

7.1 Either party may give 7 days notice to the other to end this Contract. If the Customer terminates this Contract before the end of a Contract Period, if applicable, the Customer must pay the reconciliation charge as specified in the BT Price List.

7.2 The Customer may terminate this Contract by giving BT 7 days notice on the last 6 days of a Contract Period, or up to 28 days following the end of a Contract Period, without being liable in respect of the new Contract Period, for the reconciliation charge referred to in para 7.1 above. Termination of the Contract will occur on expiry of the 7 day notice period.

7.3 Notice of termination by the Customer shall constitute termination of this Contract by the Customer on behalf of all Subsidiaries.

7.4 On the termination of this Contract, all lines will be provided on the Standard Contract, including the applicable terms and conditions and the standard applicable Prices as defined in the BT Price List.

8. BREACHES OF THIS CONTRACT

8.1 Either party may terminate this Contract immediately, on notice, if the other:

(a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of written notice to do so; or

(b) commits a material breach of this Contract which cannot be remedied; or

(c) is repeatedly in breach of this Contract; or

(d) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over their assets.

8.2 If either party delays on acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

9. LIMITATION OF LIABILITY

9.1 BT accepts unlimited liability for death or personal injury resulting from its negligence. Paragraphs 9.2 and 9.3 do not apply to such liability.

9.2 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data.

9.3 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £250,000 for any one incident or series of related incidents and

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to £500,000 for all incidents in any period of 12 months.

or remedy of a third party which exists or is available apart from that Act.

9.4 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

10. GIVING NOTICE

10.1 Unless otherwise agreed or specified by BT, a notice given under this Contract must be in writing and may be delivered by hand or sent by pre-paid post to the addressees at the following addresses:

(a) **To the Customer:** the address to which the Customer asks BT to send bills, or in the case of a limited company its registered office.

(b) **To BT:** the address shown on the Application Form or any alternative address which BT may specify from time to time.

11. VARIATION OF TERMS AND CONDITIONS

11.1 BT can change the Conditions (including the charges) at any time.

11.2 BT will publish details of any changes online at <http://www.bt.com> (or any other online address that BT may advise the Customer) as follows:

a) for changes that are beneficial to or have no effect on the Customer, at least one day before the change is to take effect; and

b) for all other changes, at least two weeks before the change is to take effect.

11.3 The Customer is responsible for notifying all the Subsidiaries of any changes agreed with BT.

11.4 The Customer must inform BT immediately if there is a change to any of the information provided by the Customer to BT under this Contract.

12. THIRD PARTY RIGHTS

12.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right