



# BT Business Plan (Customer Based and Lite) Annex to the Calls and Lines Packages Schedule

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The Call Package Service

### 1 Service Description

- 1.1 BT Business Plan is a selection of pricing packages, comprising the following:
  - 1.1.1 BT Business Plan (Customer Based), as further described in Section 56, Part 12, Sub-part 1 of the BT Price List; and
  - 1.1.2 BT Business Plan Life, as further described in Section 56, Part 16, Sub-part 1 of the BT Price List.  
(the "**Call Package Service**").

### 2 Charges

- 2.1 The Charges will replace any charges set out in the Standard Contracts until:
  - 2.1.1 you ask BT to remove a service provided under the Standard Contract from the Inventory in accordance with Paragraph 3.3.1(c) of the Schedule; or
  - 2.1.2 this Contract ends in accordance with any of Clauses 17 to 19 of the General Terms.
- 2.2 The details of the Reconciliation Charges are set out in the relevant section of the BT Price List set out in Paragraph 1.1.
- 2.3 On the Spend Measurement Date, BT will measure your spend since the start of the Minimum Period or the Subsequent Minimum Period and BT will:
  - 2.3.1 apply the reconciliation rules detailed in the relevant section of the BT Price List set out in Paragraph 1.1; and
  - 2.3.2 invoice you for any Reconciliation Charge due to BT.

### 3 Expiry of a Minimum Period or Subsequent Minimum Period

#### Rollover Contracts

- 3.1 Immediately upon expiry of a Minimum Period or a Subsequent Minimum Period, unless Paragraph 3.2 applies:
  - 3.1.1 a Subsequent Minimum Period will automatically commence; and
  - 3.1.2 the Committed Spend will apply to the Subsequent Minimum Period.
- 3.2 If you end this Contract between the sixth day before the end of a Minimum Period or Subsequent Minimum Period and the 30th day after the end of a Minimum Period or Subsequent Minimum Period, you will not be committed to a new Subsequent Minimum Period as set out in Paragraph 3.1.

#### Non Rollover Contracts

- 3.3 Immediately upon expiry of the Minimum Period, unless the Contract is terminated in accordance with Clause 17 of the General Terms, the Contract will continue but the following will not apply to the Contract:
  - 3.3.1 a Subsequent Minimum Period; and
  - 3.3.2 the Committed Spend and Reconciliation Charges (except that you will pay any Reconciliation Charges incurred during the Minimum Period).

### 4 Consequences of ending the Contract

- 4.1 On termination of the Call Package Service by either one of us, the Charges will cease to apply and will be replaced by the standard terms and charges as set out in the Standard Contracts.
- 4.2 If either of us terminate this Contract during the Minimum Period or Subsequent Minimum Period, BT will apply the reconciliation rules set out in the relevant section of the BT Price List set out in Paragraph 1.1 above calculated from the Spend Measurement Date and invoice you for any Reconciliation Charge due from you.
- 4.3 Paragraph 4.2 will not apply if:
  - 4.3.1 you exercise your right under Clause 18 of the General Terms to terminate the Contract or the Call Package Service for cause;



- 4.3.2 BT exercises BT's right under Clause 17 of the General Terms to terminate the Contract or the Call Package Service for convenience; or
- 4.3.3 either of us exercise our right under Clause 19 of the General Terms to terminate:
  - (a) the Contract or the Call Package Service; or
  - (b) where Paragraph 3.3.7 of the Schedule applies, a service provided under a Standard Contract, due to a Force Majeure Event.



## Part B – Defined Terms

### 5 Defined Terms

In addition to the defined terms in the General Terms and the Schedule, capitalised terms in this Annex will have the following meanings, and in the case of conflict between these defined terms and the defined terms in either the General Terms or the Schedule, these defined terms will take precedence for the purposes of this Annex:

**"Call Package Service"** has the meaning given in Paragraph 1.

**"Committed Spend"** means the level of annual spend (inclusive of discounts but excluding VAT) to which you commit, as set out in the Order and which applies to the Minimum Period and any Subsequent Minimum Period.

**"Minimum Period"** means a period of 12 months beginning on the Service Start Date, unless otherwise set out in an Order.

**"Nominal Committed Spend"** means the level of annual spend (exclusive of discounts and VAT) to which you commit, as set out in the Order.

**"Non Rollover Contract"** means a contract to which rollover to a Subsequent Minimum Period will not apply, as set out in the relevant section of the BT Price List set out in Paragraph 1.1.

**"Recurring Charges"** means the Charges for the Call Package Service or applicable part of the Call Package Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

**"Rollover Contract"** means a contract that, unless you provide BT with Notice in accordance with Paragraph 3.2, will rollover to a Subsequent Minimum Period upon expiry of the Minimum Period or a Subsequent Minimum Period. A Rollover Contract applies to certain levels of Nominal Committed Spend, as set out in the relevant section of the BT Price List set out in Paragraph 1.1.

**"Schedule"** means the Calls and Lines Packages Schedule to the General Terms.

**"Spend Measurement Date"** means the anniversary of the Service Start Date, the date upon which the Minimum Period expires or, where appropriate, the date on which this Contract is ended. For Rollover Contracts the Spend measurement Date is the anniversary of the date upon which the rollover to a Subsequent Minimum Period occurred and the date upon which the Minimum Period expires.

**"Subsequent Minimum Period"** means a period of the same number of months as the Minimum Period, starting on the day after expiry of the Minimum Period or a Subsequent Minimum Period.