



BT Accumulate

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

BT Accumulate is a pricing package that allows you to consolidate line rental spend for selected business services in order to benefit from a line rental discount as set out in Section 56, Part 21 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 subject to Paragraph 4.2, this Contract ends in accordance with any of Clauses 17 to 19 of the General Terms.
- 2.2 On the Spend Measurement Date BT will measure your spend since the start of the Minimum Period or the last Spend Measurement Date, whichever is later, and BT will:
- 2.2.1 apply the reconciliation rules set out in Section 56, Part 21 of the BT Price List; and
 - 2.2.2 invoice you for any Reconciliation Charge due to BT.

3 EXPIRY OF A MINIMUM PERIOD

Unless you terminate the Call Package Service between the sixth day before the end and the 30th day after the end of the Minimum Period, the Contract will continue for another Minimum Period to which the Committed Spend will apply.

4 CONSEQUENCES OF ENDING THE CONTRACT

- 4.1 Subject to Paragraph 4.2, 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 Where you terminate the Call Package Service, your Committed Spend is £10,000,000 or above and you have included the Standard Contracts of your Subsidiaries in the Contract in accordance with Paragraph 3.4.1 of the Schedule:
- 4.2.1 BT will continue to apply the Charges that apply to a Committed Spend of £10,000,000 and above (as set out in Section 56, Part 21 of the BT Price List) to the services in the Inventory of each Subsidiary until either the Subsidiary or BT gives seven days' Notice to the other that the Charges for that Subsidiary will revert to the standard charges for those services set out in the relevant Standard Contract; and
 - 4.2.2 the terms applicable to the Standard Contract will apply to the services included in the Inventory for that Subsidiary.
- 4.3 If either of us terminate this Contract or the Call Package Service during the Minimum Period, BT will apply the reconciliation rules set out in Section 56, Part 21 of the BT Price List calculated from the Spend Measurement Date and invoice you for any Reconciliation Charge due to BT.
- 4.4 Paragraph 4.3 will not apply if:
- 4.4.1 you exercise your right under Clause 18 of the General Terms to terminate the Contract or the Call Package Service for cause;
 - 4.4.2 BT exercises BT's right under Clause 17 of the General Terms to terminate the Contract or the Call Package Service for convenience; or
 - 4.4.3 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 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.

“Minimum Period” means an initial period of 12 or 24 months or any other period stated in the Order Form commencing on the Service Start Date, with subsequent Minimum Periods of 12 months or any other period stated in the Order Form starting on the day after expiry of a preceding Minimum Period. This may sometimes also be referred to as the **“Contract Period”**.

“Schedule” means the Calls and Lines Packages Schedule to the General Terms.

“Spend Measurement Date” means an anniversary of the Service Start Date or, where appropriate, the date on which the Contract is ended.

“Subsidiary” means a company that is a subsidiary of the Customer as defined by Part 38 of the Companies Act 2006. In the case of the Crown, the term 'Subsidiary' means any department, office or executive agency of the Crown.