



BT Business Flex

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 Business Flex is a pricing package that allows you to consolidate call and rental spend for selected business services to benefit from discounted calls and line rental discounts as set out in Section 56, Part 24 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 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 the later, and BT will:
 - 2.2.1 apply the reconciliation rules set out in Section 56, Part 24 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 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 BT will apply the reconciliation rules set out in Section 56, Part 24 of the BT Price List calculated from the Spend Measurement Date and invoice you for any Reconciliation Charge due to BT.
- 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;
 - 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.

“**Minimum Period**” means a period of 24 months or any other period stated on the Order beginning on the Call Package Service Start Date or, where applicable, the day after the preceding Minimum Period.

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

“**Spend Measurement Date**” means the date 12 months after the Service Start Date or, where the Contract is terminated within the Minimum Period, the date on which the Contract is terminated.