



# BT Business Complete Annex to the Calls and Lines Packages Schedule

## Contents

A note on 'you' .....	2
Words defined in the General Terms .....	2
Part A – The Call Package Service .....	2
1 Service Description.....	2
2 Charges.....	2
3 Expiry of a Minimum Period.....	2
4 Termination for Convenience .....	2
5 Consequences of ending the Contract .....	2
Part B – Defined Terms .....	3
6 Defined Terms .....	3

## 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 Complete is a pricing package that allows you to consolidate certain fixed spend (such as line rental charges and call spend), broadband spend and mobile spend in order for you to benefit from discounts against the standard charges for those services, as set out in Section 56, Part 26 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 Annual Charge rules set out in Section 56, Part 26 of the BT Price List; and
  - 2.2.2 invoice you for any Annual Charge due to BT.

### 3 EXPIRY OF A MINIMUM PERIOD

- 3.1 At the end of the Minimum Period, the Contract will continue until either of us terminates it in accordance with the Contract.
- 3.2 Upon expiry of the Minimum Period:
  - 3.2.1 the Committed Spend will cease to apply;
  - 3.2.2 no further Minimum Period will apply; and
  - 3.2.3 you will continue to receive the other benefits of the Call Package Service until the Contract is terminated.

### 4 TERMINATION FOR CONVENIENCE

For the purposes of Clause 17 of the General Terms either of us may, at any time after the Service Start Date and without cause, terminate the Contract or the Call Package Service by giving 30 days' Notice to the other.

### 5 CONSEQUENCES OF ENDING THE CONTRACT

- 5.1 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 in the Standard Contracts.
- 5.2 If either of us terminate this Contract during the Minimum Period, the date of termination will be the Spend Measurement Date and BT will apply the Annual Charge rules set out in Section 56, Part 26 of the BT Price List calculated from the Spend Measurement Date and invoice you for any Annual Charge due to BT.
- 5.3 Paragraph 5.2 will not apply if:
  - 5.3.1 you exercise your right under Clause 18 of the General Terms to terminate the Contract or the Call Package Service for cause;
  - 5.3.2 BT exercises BT's right under Clause 17 of the General Terms to terminate the Contract or the Call Package Service for convenience; or
  - 5.3.3 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

### 6 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:

**“Annual Charge”** means the charge that may apply where you fail to meet the Committed Spend, as set out in Section 56, Part 26 of the BT Price List.

**“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 beginning on the Service Start Date, unless otherwise set out in an Order.

**“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 and 24 months after the Service Start Date, or where the Contract is terminated within the Minimum Period, the date on which the Contract is terminated.