



# BT Business One Plan

## 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 One Plan is a selection of pricing packages, comprising the following:
- 1.1.1 BT Business One Plan as further described in Section 56, Part 20, Sub-part 1 of the BT Price List;
  - 1.1.2 BT Business One Plan Plus, as further described in Section 56, Part 20, Sub-part 2 of the BT Price List;
  - 1.1.3 BT Business One Plan Traditional, as further described in Section 56, Part 20, Sub-part 3 of the BT Price List; and
  - 1.1.4 BT Business One Plan Inclusive, BT Business One Plan Plus Inclusive and BT Business One Plan Traditional Inclusive, as further described in Section 56, Part 20, Sub-part 4 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 in Paragraph 1.1.
- 2.3 On the Spend Measurement Date, BT will measure your Eligible and Contributory Spend over the previous 12 month period and BT will:
- 2.3.1 if the Total Contributory Spend over the previous 12 months is less than the Adjusted Nominal Committed Spend, apply the reconciliation rules set out in the relevant section of the BT Price List set out in in Paragraph 1.1; and
  - 2.3.2 invoice you for any Reconciliation Charge due to BT.

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

#### Rollover Contracts

- 3.1 Immediately upon expiry of a Commitment Period or a Subsequent Commitment Period, unless Paragraph 3.2 applies:
- 3.1.1 a Subsequent Commitment Period will automatically commence; and
  - 3.1.2 the Committed Spend will apply to the Subsequent Commitment 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 Commitment 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 Commitment Period or Subsequent Commitment Period and you have not achieved the Adjusted Nominal Committed Spend, BT will apply the reconciliation rules detailed in the relevant section of the BT Price List set out in Paragraph 1.1 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:

**“Adjusted Nominal Committed Spend”** means 85% of the Nominal Committed Spend.

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

**“Committed Spend”** means the level of annual spend (excluding VAT) to which you commit, as set out in the Order and which applies to the Commitment Period and any Subsequent Commitment Period.

**“Commitment Period”** means a period of 24 months beginning on the Commitment Start Date, unless otherwise set out in the BT Price List. This may be referred to in the BT Price List as the **“Contract Period”**.

**“Commitment Start Date”** means the date BT confirms to you following receipt of your Order.

**“Eligible and Contributory Spend”** means the spend (excluding VAT) that contributes to achieving the Committed Spend, as set out in the relevant section of the BT Price List set out in Paragraph 1.1.

**“Nominal Committed Spend”** means the start figure (excluding VAT) of the spend band for the Committed Spend, as set out in the relevant section of the BT Price List set out in Paragraph 1.1 or the Order.

**“Non-Eligible and Contributory Spend”** means the spend that contributes to achieving the Committed Spend, as set out in the relevant section of the BT Price List set out in Paragraph 1.1.

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

**“Rollover Contract”** means a contract that, unless you provide BT with Notice in accordance with Paragraph 3.2, will rollover to a Subsequent Commitment Period upon expiry of the Commitment Period or a Subsequent Commitment 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 Commitment Start Date, the date upon which the Commitment 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 Commitment Period occurred and the date upon which the Commitment Period expires.

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

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