

# Calls and Lines Packages Schedule to the General Terms

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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 SUMMARY

- 1.1 BT will provide you with the pricing package set out in the relevant Annex (the **"Call Package Service"**) subject to you:
  - 1.1.1 being eligible for the Call Package Service, as set out in Section 56 of the BT Price List; and
  - 1.1.2 having the necessary eligible services, as set out in Section 56 of the BT Price List, which are provided subject to the relevant Standard Contract.

### 2 STANDARD CONTRACTS

- 2.1 This Contract is separate from any Standard Contract(s).
- 2.2 The Standard Contracts will continue subject to their own terms (including the charges and the billing terms) unless they are varied by this Schedule, any applicable Annex, the BT Price List and any Order Form.
- 2.3 When the Contract ends BT will:
  - 2.3.1 cease the Call Package Service; and
  - 2.3.2 apply the standard charges and terms as set out in the Standard Contracts.

### 3 SPECIFIC TERMS AND CONDITIONS

- 3.1 **Service Start Date**

Unless otherwise set out in the applicable Annex, BT will commence the Call Package Service on the Service Start Date.
- 3.2 **Committed Spend**

You will meet the Committed Spend, as set out in the applicable Annex or in Section 56 of the BT Price List, in order to be eligible to receive any discount that may be applicable to the Call Package Service.
- 3.3 **Inventory**
  - 3.3.1 In addition to any obligations that you may have which are set out in the applicable Annex, you will:
    - (a) inform BT which eligible services you want to be included in the Inventory;
    - (b) inform BT if any services are missing from the Inventory;
    - (c) inform BT of any changes you want made to the Inventory including any changes needed because you have ended a service included in the Inventory; and
    - (d) ensure the Inventory is accurate.
  - 3.3.2 BT will update the Inventory if you inform BT of any change to the Inventory in accordance with Paragraph 3.3.1.
  - 3.3.3 If you fail to do any of the things set out in Paragraph 3.3.1 then, in addition to anything else set out in the applicable Annex:
    - (a) there may be a delay in BT accepting your Order;
    - (b) BT may not be able to apply the discounted Charges to the Inventory; and
    - (c) you may not be able to meet the Committed Spend and you may incur Reconciliation Charges.
  - 3.3.4 If you ask BT to make changes to the Inventory and BT agrees to it, BT will amend the Inventory to reflect each agreed change.
  - 3.3.5 If you remove a service provided under a Standard Contract from the Inventory, BT will apply the standard charges and terms as set out in the relevant Standard Contract for that service.
  - 3.3.6 If you remove a service from the Inventory because the Standard Contract has ended, BT will charge you:
    - (a) termination charges as set out in the relevant Standard Contract, if they apply; and
    - (b) any Termination Charges or Reconciliation Charges that may be due under this Contract, as set out in the applicable Annex or Section 56 of the BT Price List.

- 3.3.7 Unless otherwise set out in the applicable Annex or Section 56 of the BT Price List, if the removal of a service from the Inventory means that you are no longer eligible for the Call Package Service, BT will end this Contract and BT will apply any Termination Charges or Reconciliation Charges that may be due under this Contract, as set out in the applicable Annex or Section 56 of the BT Price List.

## 3.4 Subsidiaries

- 3.4.1 You may ask BT to include in the Inventory a Standard Contract BT has with a Subsidiary, and, subject to compliance with any applicable eligibility rules as set out in Section 56 of the BT Price List, BT may agree to that request.
- 3.4.2 Before making the request set out in Paragraph 3.4.1, you will obtain the necessary written authority from the relevant Subsidiary to enable BT to change the Subsidiary's Standard Contract and for BT to disclose the Subsidiary's billing information to you. You will provide BT with a copy of this authority if BT asks you for it.
- 3.4.3 You are responsible for notifying your Subsidiaries of any change to this Contract.
- 3.4.4 If you terminate this Contract, for whatever reason, you will also be terminating the benefit of the Call Package Service to any Subsidiary and the inclusion of any Subsidiary's Standard Contract in the Inventory.

## 3.5 Termination for Convenience

Unless and to the extent otherwise set out in an Annex, 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.

## 3.6 Fraud Prevention and Credit Vetting

- 3.6.1 If you provide information to BT that BT reasonably believes to be false and BT suspects that it may be fraudulent, BT may record that information with a fraud prevention agency and that BT and other organisations may use and search the information.
- 3.6.2 Information that BT holds about you may be used for fraud prevention and credit vetting purposes including BT sharing such information with third party companies including other communication providers.

## 3.7 Changes to the Contract

- 3.7.1 BT may amend the Contract (including the Charges) at any time by either:
- (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) and/or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); and/or
  - (b) by giving Notice to you,
- for amendments that cause you material detriment, at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 3.7.2 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you choose to terminate under Clause 17 of the General Terms within:
- (a) 90 days of the date of notification if BT has only published the amendment online under Paragraph 3.7.1(a); or
  - (b) 30 days of the date of the Notice if BT has given you Notice under Paragraph 3.7.1(b).

## Part B – Service Delivery and Management

### 4 YOUR OBLIGATIONS

- 4.1 The Call Package Service is for your own benefit (and the benefit of your Subsidiaries where any services your Subsidiaries receive are included in the Inventory) and you will not provide the benefit of the Call Package Service to any third party or resell the Call Package Service.
- 4.2 You must not allow, whether directly or through a third party, the Call Package Service to be used to route, re-route, forward or divert calls and text messages for commercial gain, or for any other purposes other than normal business use.
- 4.3 You must not forward or divert calls, whether directly or through a third party, with the intention of reducing your charges for that call.
- 4.4 If you do not comply with your obligations set out in this Paragraph 4 BT may, immediately, suspend or terminate the Call Package Service and:
  - 4.4.1 you will remain liable for payment of the Charges until the Call Package Service ends; and
  - 4.4.2 BT may apply a Charge, to start the Call Package Service again.
- 4.5 Any suspension or termination of the Call Service Package as set out in this Paragraph 4 will not affect any Standard Contract, which will remain subject to its existing terms.

### 5 INVOICING

- 5.1 BT will invoice you the Charges for the Call Package Service as set out in Paragraph 5.2 and as specified in any Order and the BT Price List.
- 5.2 BT will apply the Charges to the Inventory as soon as reasonably practicable after the Service Start Date. Where there is an addition to the Inventory after the Service Start Date, BT will apply the Charges as soon as BT practically can.
- 5.3 Unless stated otherwise in an applicable Annex or Order, BT will invoice you for:
  - 5.3.1 Recurring Charges, except Usage Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where Call Package Service is provided for less than one month, the Recurring Charge will be calculated on a daily basis;
  - 5.3.2 Usage Charges monthly/quarterly in arrears (depending on your billing frequency), calculated at the then current rates; and
  - 5.3.3 any Termination Charges or Reconciliation Charges you incur in accordance with the relevant Annex and/or Section 56 of the BT Price List.
- 5.4 BT may invoice you for any of the following Charges in addition to those specified in any Order and the BT Price List:
  - 5.4.1 Charges for cancelling the Call Package Service as set out in Clause 16 of the General Terms; and
  - 5.4.2 any other Charges set out in any applicable Order, any applicable Annex or the BT Price List or as otherwise agreed between both of us, including:
    - (a) Charges for providing paper invoices as set out in Section 15, Part 12 of the BT Price List;
    - (b) late payment Charges under Clause 10 of the General Terms;
    - (c) dishonoured payments as set out in Section 15, Part 12 of the BT Price List; and
    - (d) payment processing fees as set out in Section 15, Part 12 of the BT Price List.

### 6 CHARGES AT THE END OF THE CONTRACT

- 6.1 If this Contract ends, BT will refund any money BT owes you after first deducting any money due to BT under this Contract or any other contract that BT has with you.
- 6.2 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Call Package Service for convenience, you will pay BT:
  - 6.2.1 all outstanding Charges for Call Package Service rendered;
  - 6.2.2 any Termination Charges you incur in accordance with the applicable Annex and Section 56 of the BT Price List;
  - 6.2.3 any Reconciliation Charges you incur in accordance with the applicable Annex and Section 56 of the BT Price List; and
  - 6.2.4 any other Charges set out in the Order, the applicable Annex and/or Section 56 of the BT Price List.

### 7 ESCALATION AND DISPUTE RESOLUTION

BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clause 24 of the General Terms. If the matter is not resolved through that procedure, then you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode>, copies of which are available on request.

## Part C – Defined Terms

### 8 DEFINED TERMS

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

**“Call Package Service”** has the meaning given to it in the applicable Annex.

**“Committed Spend”** has the meaning given in the applicable Annex.

**“Inventory”** means the list of eligible services provided under the Standard Contracts that BT has agreed is included in the Call Package Service.

**“Order Form”** means the order form setting out the details of your Order and any charges not stated in the BT Price List.

**“Reconciliation Charges”** means any reconciliation charges set out in an Annex and the BT Price List.

**“Recurring Charges”** means the Charges for the Call Package Service or applicable part of the Call Package Service that BT invoices repeatedly in every payment period (depending on your billing frequency), as set out in the Order.

**“Standard Contract”** means a contract between you (or your Subsidiary) and BT for the provision of services that may be included in the Inventory.

**“Subsidiary”** has the same meaning as Affiliate, as set out in the General Terms, unless defined otherwise in the applicable Annex.

**“Usage Charges”** means the Charges for the Call Package Service or applicable part of the Call Package Service that BT calculates by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Call Package Service, or the number of minutes the Call Package Service was used for) with the relevant fee that is specified in the Order.