



# Contract for BT Business One Plan – Service Schedule

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## 1. DESCRIPTION

### Overview

- 1.1 BT Business One Plan is a set of converged pricing packages under which the Customer agrees to a Committed Spend and in return receives certain benefits in relation to services covered by the Inventory. These benefits are set out in the BT Price List and may include capped calls and a Reward.
- 1.2 To be eligible for BT Business One Plan the Customer must have the Qualifying Services set out in the BT Price List.

### Standard Contracts

- 1.3 This Contract is separate from the Standard Contracts for the services covered by the Inventory. All Standard Contracts will continue subject to their own terms and conditions (including the charges and the billing terms) except as varied by paragraphs 1.5, 1.9, 2.1 and 3.5 of this Contract and by the BT Price List and the Order Form (where this includes charges).

### Inventory

- 1.4 The Customer is responsible for ensuring the accuracy of the Inventory.
- 1.5 The Customer may request changes to the Inventory. BT will amend its record of the Inventory to reflect each agreed change. Where the Customer withdraws a service from the Inventory, the Charges will cease to apply to the withdrawn service and will be superseded by the equivalent charges and terms of the Standard Contract. Where the withdrawal is due to the ending of a service covered by the Inventory, the termination charges applicable to the Standard Contract will apply in addition to any reconciliation charges that may be due under this Contract.
- 1.6 Unless otherwise stated in the BT Price List, the ending or modification of a Standard Contract which causes a Qualifying Service to be withdrawn from the Inventory and results in the

Customer no longer having the necessary Qualifying Services will mean that this Contract will end and BT will apply the reconciliation charges detailed in the BT Price List as appropriate

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

- 1.7 For Rollover Contracts, immediately upon expiry of a Commitment Period or a Subsequent Commitment Period, unless paragraph 3.3 below applies:
  - (a) a Subsequent Commitment Period will automatically commence; and
  - (b) the Committed Spend will apply to the Subsequent Commitment Period.
- 1.8 For Non Rollover Contracts, immediately upon expiry of the Commitment Period, unless the Contract is terminated in accordance with clause 6.2 of the Conditions and paragraph 3.2 below, the Contract will continue but the following will not apply to the Contract:
  - (a) a Subsequent Commitment Period;
  - (b) the Committed Spend and reconciliation charges (any reconciliation charges incurred during the Commitment Period will apply);
  - (c) the Reward.

### Subsidiaries

- 1.9 Where requested by the Customer and agreed by BT, the lines, telephone numbers and account numbers of a Subsidiary may be included within the Inventory. Prior to making any such request the Customer will obtain the necessary written authority to vary the Subsidiary's Standard Contract and for BT to disclose the Subsidiary's billing information to the Customer. The Customer agrees to provide BT with a copy of this authority if requested to do so.

### Reward

- 1.10 On the Spend Measurement Date BT will measure the Eligible & Contributory Spend over the previous 12 month period. Where this Eligible & Contributory Spend is equal to or greater than the Adjusted Nominal Committed

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Spend, BT will apply the Reward in accordance with the rules set out in the BT Price List.

- 1.11 If any sum owed by the Customer to BT under this Contract, any Standard Contract or any other contract with BT is not paid by the due date, BT may deduct this sum from any Reward due to the Customer.

## 2. CHARGES

- 2.1 The Charges are set out in the BT Price List and the Order Form (where this includes charges). BT will apply the Charges to the Inventory as soon as reasonably practicable after the Commitment Start Date. The Charges will supersede any equivalent charges and terms under the Standard Contract until this Contract ends, or the service is withdrawn from the Inventory.

### Spend Measurement

- 2.2 If on the Spend Measurement Date the Total Contributory Spend over the previous 12 months, as measured by BT, is less than the Adjusted Nominal Committed Spend, BT will apply the reconciliation charges detailed in the BT Price List as appropriate.

### Billing and Payment

- 2.3 Payment is due upon receipt of BT's bill or the date specified on the bill, whichever is the later.
- 2.4 The payment processing fee payable in accordance with clause 4.9 of the Conditions is set out in the BT Price List.
- 2.5 The late payment charge payable under clause 4.12 (a) of the Conditions is set out in the BT Price List.

### Early Termination and Reconciliation

- 2.6 If the Customer or BT ends this Contract under clause 6 of the Conditions within the Commitment Period or a Subsequent Commitment Period and the Customer has not achieved the Adjusted Nominal Committed Spend, the Customer will pay the reconciliation charge specified in the BT Price List. The reconciliation charge will not apply where:

- (a) the Contract is ended under clauses 6.3 (a), (c) and (d) of the Conditions; or

- (b) this Contract ends because the Standard Contract for the Access Qualifying Service has been ended for an event covered by the "Matters Beyond Our Reasonable Control" clause or equivalent clause in the Standard Contract.

## 3. ADDITIONAL CONDITIONS

### Contractual Documents

- 3.1 The definition of Contract set out in the Conditions is amended as follows:

Contract means, in order of precedence:

the Order Form;  
the BT Price List;  
the Service Schedule for BT Business One Plan;  
the Conditions for BT Business One Plan;  
the Customer Requirements Form (if any); and  
any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

### Termination Notice Periods

- 3.2 The notice period set out in clause 6.2 of the Conditions is amended from 28 days to seven days.
- 3.3 For Rollover Contracts, if the Customer ends this Contract between the sixth day before the end of a Commitment Period or Subsequent Commitment Period and the 28th day after the end of a Commitment Period or Subsequent Commitment Period, the Customer will not become committed to a Subsequent Commitment Period as set out in paragraph 1.7 above.

### Termination for Breach

- 3.4 In addition to BT's rights under clause 6.5 of the Conditions, BT may suspend the Charges. Where the Charges are suspended the Customer will be charged in accordance with the Standard Contracts.

### Effects of ending this Contract

- 3.5 When this Contract ends, the Charges will cease to apply to the items in the Inventory and will be superseded by the equivalent charges and terms in the Standard Contracts.
- 3.6 The ending of this Contract by the Customer will also constitute termination of this Contract by the Customer on behalf of all relevant Subsidiaries.

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### Limitation of Liability

3.7 The financial limits detailed in clause 7.5 (b) of the Conditions are amended as follows:

£250,000 for loss or damage arising from any one incident or series of connected incidents and £500,000 for all incidents in any period of 12 consecutive months.

3.8 For the avoidance of doubt, paragraph 3.7 will only apply to this Contract and not to the Standard Contracts.

### 4. DEFINITIONS

In this Service Schedule the following terms have the meanings shown next to them.

|                                  |   |
|----------------------------------|---|
| Adjusted Nominal Committed Spend | 85% of Nominal Committed Spend  |
| BT Business One Plan             | Unless otherwise stated this includes BT Business One Plan, BT Business One Plan Plus and BT Business One Plan Traditional  |
| BT Price List                    | the document containing a list of BT's charges and terms that apply to BT Business One Plan and which can be seen at <a href="http://www.bt.com/pricing">http://www.bt.com/pricing</a> (or any other on-line address that BT may advise the Customer) |
| Charges                          | the charges and terms set out in the BT Price List and the Order Form (where it includes charges) applicable to BT Business One Plan  |
| Committed Spend                  | the level of annual spend (excluding VAT) to which the Customer commits, as agreed between the Customer and BT and which applies to the Commitment Period and any Subsequent Commitment Period  |
| Commitment Period                | a period of 24 months or any other period stated in the BT Price List commencing on the Commitment Start Date. For the purposes of this Contract the terms Commitment Period and Subsequent Commitment Period replace the term Minimum Period         |

|                                   |   |
|-----------------------------------|---|
| Commitment Start Date             | The date confirmed to the Customer by BT following BT's acceptance of the Customer's application for BT Business One Plan   |
| Contract Period                   | has the same meaning as Commitment Period (not used in these Conditions but may be used in the BT Price List, order form and other correspondence)  |
| Eligible & Contributory Spend     | the spend (excluding VAT) that contributes to achieving the Committed Spend and that may be eligible for the Reward details of which are set out in the BT Price List                     |
| Inventory                         | the lines, telephone numbers and account numbers relating to the services that BT and the Customer have agreed will be covered by BT Business One Plan                                    |
| Nominal Committed Spend           | the start figure (excluding VAT) for the spend band within which the Committed Spend lies details of which are set out in the BT Price List or the Order Form (where it includes charges) |
| Non-Eligible & Contributory Spend | spend that contributes to achieving the Committed Spend but is not eligible for the Reward details of which are set out in the BT Price List  |
| Non Rollover Contract             | a contract to which rollover to a Subsequent Commitment Period will not apply, details of which are set out in the BT Price List  |
| Order Form                        | the form (including any charges schedule where applicable) setting out the details of the Customer's order and any charges and associated terms not stated in the BT Price List           |
| Qualifying Service                | Services listed in the BT Price List which the customer must have in order to be eligible for BT Business One Plan  |
| Reward                            | the credit set out in the BT Price List or the Order Form, payable to the Customer in accordance with the rules set out in the BT Price   |

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|                              |   |
|------------------------------|---|
|                              | List and which applies during the Commitment Period and any Subsequent Commitment Period  |
| Rollover Contract            | A contract which 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, details of which are set out in the BT Price List  |
| Spend Measurement Date       | an 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. In addition 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 Subsequent Commitment Period expires. |
| Standard Contract            | a contract between the Customer and BT for the provision of services that are included as Eligible & Contributory Spend and Non-Eligible & Contributory Spend in this Contract  |
| Start Date                   | has the same meaning as Commitment Start Date. It is not used in these Conditions but may be used in the BT Price List, the order form and other BT documents   |
| Subsequent Commitment Period | 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   |
| Subsidiary                   | means a company that is a subsidiary of the Customer as defined by Part 38, Section 1159 of the Companies Act 2006  |
| Total Contributory Spend     | the total of Eligible & Contributory Spend and Non-Eligible & Contributory Spend  |