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Between 9th June 2008 and 8th June 2009 inclusive (the "Registration Period"), Business customers committing to a Committed Spend (for BT Business One Plan options) or a Committed Call Spend (for BT Business Plan (Customer Based) options) of £5000.00 per annum (excluding VAT) or more, will be able to apply for the BT Business One Plan & BT Business Plan (Customer Based) Special Offer 2 (the "Special Offer").

The following options are available within the Special offer for inland and fixed to mobile calls:

BT Business One Plan	12 month Commitment Period
BT Business One Plan	24 month Commitment Period
BT Business Plan (Customer Based)	12 month Contract Period
BT Business Plan (Customer Based)	24 month Contract Period

The special offer provides reduced pence per minute rates for local geographic, national geographic and most UK Mobile numbers at all times of day . All other call rates and service elements are as set out in the BT Business One Plan or BT Business Plan (Customer Based) Price List Entries (see Section 56 for details) for the relevant Commitment Period/Contract Period and tier/spend band.

Details of the options are set out below.

Qualifying Steps

In order to qualify for the Special Offer the following steps must be completed within the Registration Period for one of the options:

- 1. the Customer must complete and return to BT, Sections 1 and 2 of the application form relevant to the option the Customer has chosen (the "Application Form"). The Application Form can be obtained from the Customer's Account Manager; and
- 2. The Customer must apply for a draft Inventory via their Account Manager. BT will produce and return the Inventory to the Customer for checking; and
- 3. The Customer must Sign Section 3 of the Application Form. Section 3 must only be signed once the Customer is certain that the Inventory is correct.

Migration within the options

Migration Prior to the Commitment Start Date or the Operational Service Date

Provided that the Customer has completed steps 1 to 3 above for one of the options during the Registration Period, the Customer may move from that option (the "Original Option") to another option with the Special Offer (the "Alternative Option") prior to the BT Business One Plan Commitment Start Date applicable to the Original Option or the BT Business Plan (Customer Based) Operational Service Date applicable to Original Option.

Migration on or after the Commitment Start Date or the Operational Service Date

The Customer may move from an Original Option to an Alternative Option or to another tier within the Original Option, on or after the BT Business One Plan Commitment Start Date applicable to the Original Option or the BT Business Plan (Customer Based) Operational Service Date applicable to the Original Option without paying reconciliation charges, subject to the following:

- 1. the migration is not from a BT Business One Plan option to a BT Business Plan (Customer Based) option;
- 2. the BT Business One Plan Committed Spend or the BT Business Plan (Customer Based) Committed Call Spend applicable to the Alternative Option is equal to or greater than the BT Business One Plan Committed Spend or the BT Business Plan (Customer Based) Committed Call Spend applicable to the Original Option;
- 3. The BT Business One Plan Commitment Period or the BT Business Plan (Customer Based) Contract Period applicable to the Alternative Option is equal to or greater than the BT Business One Plan Commitment Period or the BT Business Plan (Customer Based) Contract Period applicable to the Original Option; and

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4. The Customer's BT Business One Plan Total Contributory Spend or BT Business Plan (Customer Based) Total Contributory Call Spend achieved under the Original Option is 75% or more of the pro rata BT Business One Plan Adjusted Nominal Committed Spend or BT Business Plan (Customer Based) Adjusted Nominal Committed Call Spend applicable to the Original Option.

Note: Customers moving from an existing Contract to one of the options within this Special Offer will be subject to any migration, reconciliation or reward rules applicable to that existing Contract.

Exclusions

The BT Business One Plan options within the Special Offer are not available with the Exchange Line Credit Scheme (ELCS), Access Credit Scheme (ACS) or Business Line Reward (BLR) or BT Accumulate.

The BT Business Plan (Customer Based) options within the Special Offer are not available with BT Business Plan (Customer Based) with BT Mobile and Reward or BT Business Plan (Customer Based) with BT Mobile.

Special Offer Rates

- 1. the Special Offer Rates applicable to the option for which the Customer has contracted will apply during the BT Business One Plan Commitment Period or the BT Business Plan (Customer Based) Contract Period until either the Customer's BT Business One Plan or BT Business Plan (Customer Based) contract is terminated or BT varies the rates in accordance with the Contract;
- 2. nothing in this Special Offer amends the reconciliation rules set out in either the BT Business One Plan or BT Business Plan (Customer Based) terms and conditions which continue to apply;
- 3. the Customer's Committed Spend (under BT Business One Plan) or Committed Call Spend (under BT Business Plan (Customer Based)) must be equal to or greater than £5000.00per annum (excluding VAT).
- 4. The Inland rates applicable to the options within the Special Offer are as follows:

Plan	Commitment Period/ Contract Period	Minimum Nominal Committed Spend/ Minimum Nominal Committed Call Spend	Inland Call Price (ppm)	Call Set-Up Charge
		ExcVAT £	ExcVAT	ExcVAT
BT Business Plan	12 Months	£5000.00	pence n/a	pence n/a
BT Business Plan	12 Months	£3000.00		
			n/a	n/a
BT Business Plan	12 Months	£100000.00	9.80	13.00
BT Business Plan	12 Months	£200000.00	9.80	13.00
BT Business Plan	24 Months	£5000.00	n/a	n/a
BT Business Plan	24 Months	£30000.00	9.80	13.00
BT Business Plan	24 Months	£100000.00	9.80	13.00
BT Business Plan	24 Months	£200000.00	n/a	n/a
BT Business One Plan	12 Months	£5000.00	9.80	13.00
BT Business One Plan	12 Months	£30000.00	9.80	13.00
BT Business One Plan	12 Months	£100000.00	9.80	13.00
BT Business One Plan	12 Months	£200000.00	9.80	13.00
BT Business One Plan	12 Months	£400000.00	n/a	n/a
BT Business One Plan	24 Months	£5000.00	9.80	13.00
BT Business One Plan	24 Months	£30000.00	9.80	13.00

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Plan	Commitment Period/ Contract Period	Minimum Nominal Committed Spend/ Minimum Nominal Committed Call Spend	Inland Call Price (ppm)	Call Set-Up Charge
		ExcVAT	ExcVAT	ExcVAT
		£	pence	pence
BT Business One Plan	24 Months	£100000.00	9.80	13.00
BT Business One Plan	24 Months	£200000.00	9.80	13.00
BT Business One Plan	24 Months	£400000.00	n/a	n/a

All prices are stated exclusive of VAT

Access Charge for calls to 084, 087, 09 & 118 numbers

Non geographic call services – see Notices 2015 - 10/15 - Changes to charges for non-geographic calls (084, 087, 09 and 118) on business fixed lines

The Access Charge for calls to Non geographic numbers -084, 087, 09, & 118 - will be set at the same rate as the national geographic call.

5.~UK Mobile call rates applicable to the options within the Special Offer refer to calls to chargebands fm1, fm3, fm4, fm5, fm6, fm7, fm8, fm9 and fm17

Plan	Commitment Period/Contract Period	Minimum Nominal Committed Spend	Fixed to Mobile Call Price	Call Set-Up Charge
			(ppm)	
		Exc VAT	Exc VAT	Exc VAT
		£	pence	pence
BT Business One Plan	12 Months	£5000.00	15.10	13.00
BT Business One Plan	12 Months	£30000.00	15.10	13.00
BT Business One Plan	12 Months	£100000.00	15.10	13.00
BT Business One Plan	12 Months	£200000.00	15.10	13.00
BT Business One Plan	12 Months	£400000.00	n/a	n/a
BT Business One Plan	24 Months	£5000.00	15.10	13.00
BT Business One Plan	24 Months	£30000.00	15.10	13.00
BT Business One Plan	24 Months	100000.00	15.10	13.00
BT Business One Plan	24 Months	£200000.00	15.10	13.00
BT Business One Plan	24 Months	£400000.00	n/a	n/a

All prices are stated exclusive of VAT.

Prices for Calls to Personal Numbering Services Chargeband PN99

**	Period		Call Price (ppm)	Call Set-Up Charge Exc VAT pence
BT Business One Plan	12 Months	£5000.00	15.10	13.00
BT Business One Plan	12 Months	£30000.00	15.10	13.00

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BT Business One Plan	12 Months	£100000.00	15.10	13.00
BT Business One Plan	12 Months	£200000.00	15.10	13.00
BT Business One Plan	12 Months	£400000.00	n/a	n/a
BT Business One Plan	24 Months	£5000.00	15.10	13.00
BT Business One Plan	24 Months	£30000.00	15.10	13.00
BT Business One Plan	24 Months	£100000.00	15.10	13.00
BT Business One Plan	24 Months	£200000.00	15.10	13.00
BT Business One Plan	24 Months	£400000.00	n/a	n/a

Note 1 - The special offer call rates apply to Local and National calls (to 01 and 02 number ranges), calls to 03 number ranges and other calls normally priced at G21 rates. Excludes non-geographic numbers (e.g. calls to 0845) and calls to Premium Rate services. Applies to calls made from fixed lines only - and excludes calls made from BT Fusion, BT Broadband Voice and other VOIP products.

Calls to the number ranges 055114, 055554, 056, and 03 are all normally charged at G21 rates except where otherwise specified (e.g. within BTBP and BTBOP)

All other calls are charged at the prevailing BTBP or BTBOP rates for the relevant contracted term and tier . Where there is no standard tier or term to match the special offer tier or term the nearest available tier or term will apply (ie for BTBOP 1 year special offer contracts the 2 year standard contract price shall apply ; for the BTBP £200000.00 tier special offer contract the £100000.00 tandard tier prices shall apply)

Terms and Conditions

BT's standard terms and conditions for BT Business One Plan (where the Customer has a contract for a BT Business One Plan option) or BT Business Plan (Customer Based) (where the Customer has a contract for a BT Business Plan (Customer Based) option, apply in addition to the terms set out in this notice. In the event of any conflict the standard terms and conditions take precedence.

BT reserves the right to withdraw or amend this offer at any time.

British Telecommunications plc

29 April 2008