

Service Schedule for BT Business Web Consult & Web Build

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service provides a review of the Customers existing or planned web-site and the option of a web-site building service as detailed at www.bt.com/webconsult and as described in the Service Schedule. It does not include the provision of any BT Equipment or other equipment.
- 1.2 The Service may be ordered online at www.bt.com/webconsult.
- 1.3 This Contract applies to both parts of the Service described in 1.6 below, and the provision of any support services that may be ordered after completion of a Web Build project.

Service Start Date

- 1.4 By ordering the Service, the Customer agrees that the date of order placement is the Service Start Date.

Minimum Period

- 1.5 The Service is a project based service and therefore there is no Minimum Period.

Service Description

- 1.6 The Service comprises two parts, "Web Consult" and "Web Build" as described at www.bt.com/webconsult. Web Consult may be ordered separately from Web Build. The Customer is not obliged to order Web Build as a result of taking the Web Consult service.
- 1.7 Web Build provides a choice of a number of web build services as described at http://business.bt.com/domains-and-web-hosting/web-hosting/web-consult-and-build#Package_Pricing.
- 1.8 Web Build and any applicable support services (which may be ordered at the same time as Web Build or on completion of the Web Build project) are only available if the Web Consult service has been provided by BT.

2. SERVICE LEVELS

- 2.1 BT will provide the Service with reasonable skill and care.

3. RESPONSIBILITIES OF THE CUSTOMER AND BT

Web Consult:

- 3.1 The Customer will nominate a representative who has appropriate knowledge and authority to discuss and implement the Customer's e-commerce strategy to work with BT.
- 3.2 Following the Web Consult activity BT will deliver to the Customer a written Proposal which will include an Estimate for the Web Build services set out in the Proposal.

Web Build:

- 3.3 The Estimate, together with the terms and conditions for the Service, will be sent to the Customer electronically and will contain a link for electronic signature (e-signature) by the Customer. The Customer agrees that this e-signature will be a legally binding acceptance of the Estimate.
- 3.4 In order for BT to provide Web Build, the Customer is required to purchase an e-commerce application or a content management application. The Customer is also required to purchase a BT web hosting package and optionally a domain name provided by BT. The required web hosting package will be specified by BT

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in the Proposal and will be supplied by BT under a separate contract subject to BT's applicable standard terms and conditions. The hosting package is required from the project start date to allow the Web Build to commence. Where the Customer already has an appropriate BT web hosting package the Customer will, on request, provide BT with user names and passwords in order to access such package.

- 3.5 BT will provide the development licenses required for Web Build. The Customer is responsible for procuring any relevant third party licenses required to enable its website to go live, and for any on-going fees associated with the licenses. The third party licensor and the applicable license charges will be identified in the Estimate.
- 3.6 The Customer agrees to feature a graphical URL link to www.bt.com/webconsult together with the statement "built by BT Web Consult & Build" on the footer of each web page built by BT.
- 3.7 The Customer will be requested to approve all design mock-ups within one week or within the timescales agreed in writing with the Customer. If the Customer does not respond to the request for approval within the agreed timescale BT will consider the design to be approved and will proceed with the Web Build.
- 3.8 The Customer will be responsible for providing website content including any shop content such as stock lists, product definitions and financial information. The Customer will be responsible for updating the website on an ongoing basis beyond any content upload agreed in the Estimate. Training as set out in the Estimate will be provided to enable these tasks.
- 3.9 Unless otherwise set out in the Estimate, if the Customer does not respond within one week to BT's request for Sign-Off, then BT will consider the Customer's project completed in accordance with the Estimate and put the Customer's website live with the content at that point in time. If the Customer's domain is currently held with another registrar then BT will consider that the Customer has elected to delay going live as described in 4.6 below.

4. CHARGES

General

- 4.1 The Customer must pay the Charges for the Service.
- 4.2 Subject to paragraph 4.3, the Customer agrees to pay 100% of the Charges at the time of order placement.
- 4.3 Payment must be made using a valid credit card, debit card, BACs to the bank details provided to the Customer at the time of order placement, or as an additional billing item on the Customers next BT Business bill. Where the Charges are added as a billing item to the Customers BT bill, payment is due within 28 days of the date of BT's bill.
- 4.4 Paragraph 4.9 of the Conditions will not apply to this Service.
- 4.5 In the event the Customer wishes to select a support service following delivery of the Web Build the Customer agrees to pay 100% of the support service charges in advance of any support services being provided by BT.

Delayed Go Live and Deferral Charges

- 4.6 Except for Web Build services provided under the Web Live package, the Customer can elect for its website to go live any time in the two weeks following Sign Off and BT will provide a 2 week support period following the go live date. If the Customer does not elect for the website to go live within this two week period the Customer may opt for the website to go live any time within the next two months without further charge and will be deemed to have waived the two week support period. In the event the website does not go live within this two month period, then BT will make it available to go live at any point in the next twelve months for a resumption fee of £95+VAT, payable in advance of the website going live.

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- 4.7 If the Customer requests a project deferral or BT has tried repeatedly to contact the Customer by phone or e-mail to progress a project and been unsuccessful, then BT reserves the right to no longer consider the Customer's Web Build as work in progress. The Customer may request the Web Build to be reinstated as work in progress at any point in the next three months for a resumption fee of £95+VAT, payable in advance of work resuming.

Cancellation Charges

- 4.8 If, following the Service Start Date, the Customer fails to commence the activities identified in the Estimate as being its responsibility within three months of the Service Start Date then BT reserves the right to terminate the Contract and the Customer will forfeit any monies paid to BT.
- 4.9 If, following the Service Start Date, the Customer cancels the Service or any associated support services the Customer will forfeit any monies paid to BT.

5. ADDITIONAL CONDITIONS

- 5.1 The Customer agrees that BT or its representatives may access its registered computing equipment via a remote access client.
- 5.2 The Customer agrees to give permission for BT's technical support agents to remotely access and monitor the Customer's computer systems and network for the purposes of fault diagnosis and resolution.
- 5.3 BT does not guarantee that it will be able to fix all faults reported by the Customer, or that BT will be able to advise on all service related issues.
- 5.4 The Customer accepts that BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow BT's advice and recommendations. BT recommends that the Customer regularly and frequently backs-up any stored data as BT cannot accept any liability for loss or corruption of the Customer's data.
- 5.5 If a fault is due to a failure in the Customer's equipment which is not covered by the Service it is the Customer's responsibility to arrange for the repair or replacement of it either via the BT IT Support Manager On Site service, if available in the Customer's area, or via other means.

Limits of Liability

- 5.6 BT's liability for errors or omissions in the provision of the Service is limited to undertaking such work as is necessary to correct such error or omission. BT will only be liable to perform such corrective work if the error or omissions are in those parts of the Service that it is responsible for providing and are not as a result of information provided by the Customer. Any errors or omissions must be notified to BT within one month of the date of the website going live or Sign Off, whichever is the sooner.
- 5.7 In any event, BT's liability under clause 7.5 of the Conditions to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £5,000 for any one incident or series of related incidents and to £10,000 for all incidents in any period of 12 months.

6. DEFINITIONS

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:-

Charges The list of charges set out in the Charges Schedule together with any additional charges all as set out in the Estimate.

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Charges Schedule	the list of charges for the Service located at http://business.bt.com/domains-and-web-hosting/web-hosting/web-consult-and-build#Package Pricing (or any other online address that BT may advise the Customer).
Estimate	the fixed price quotation provided to the Customer as part of the Proposal that sets out both the Web Build project to be undertaken by BT and the associated Charges, and which for the purposes of the Service replaces the Customer Requirements Form
Proposal	the document delivered to the Customer by BT as a result of providing the Web Consult service.
Sign Off	written confirmation by the Customer that the delivered Web Build project is in accordance with the Estimate.