



CONTENTS

1. SERVICE DESCRIPTION
2. OBLIGATIONS OF BT AND THE CUSTOMER
3. SERVICE LEVELS AND SUPPORT
4. CHARGES
5. ADDITIONAL CONDITIONS
6. DEFINITIONS

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service provides the Customer with access to a range of PPC options, as described online at <http://business.bt.com/domains-and-hosting/website-marketing-tools/web-advertising/>
- 1.2 The Service comprises two key components:
 - (a) creation and maintenance of a PPC advertising campaign using the Program; and
 - (b) statistical information on the performance of the PPC advertising campaign.

These components on the PPC advertising campaign will be based on the initial order conversation with the BT sales representative and the Customer in accordance with paragraphs 1.13 to 1.18 below.
- 1.3 The Service may be ordered through BT sales representatives.
- 1.4 In addition to the terms in this Service Schedule the Service is subject to the Conditions for BT Business Services (the "Conditions") which can be found at: <http://business.bt.com/domains-and-hosting/website-marketing-tools/web-advertising/>
- 1.5 The Service is only available to Customers in the United Kingdom.

Service Packages

- 1.6 The Service has three package options to choose from depending on the Minimum Monthly Commitment a Customer wishes to spend:
 - (a) **Essential:** being a campaign to target a Customer's dedicated products and services with an agreed number of keywords and a monthly email on campaign performance; or
 - (b) **Extra:** being multiple campaigns with unlimited keywords and a monthly email on campaign performance; or
 - (c) **Plus:** being customised multiple campaigns with unlimited keywords, a weekly email on campaign performance and a named account manager.

Minimum Period

- 1.7 The **Essential** package has a Minimum Period of either 4 or 12 months.
- 1.8 The **Extra** package has a Minimum Period of either 3 or 6 months.
- 1.9 The **Plus** package has a Minimum Period of 3 months.
- 1.10 The package and Minimum Period chosen by the Customer will be set out in the Order Form.



Service Schedule for BT Search Marketing

- 1.11 At the end of a Minimum Period the Service will continue until terminated by either party in accordance with Clause 6.2 of the Conditions.
- 1.12 During the Minimum Period the Customer may increase the Minimum Commitment for the selected package. Customers cannot decrease the Minimum Commitment below the original amount set out on the original Order Form. Any changes to the Minimum Commitment shall be agreed in writing.

Service set-up

- 1.13 As part of the Service BT will provide a telephone based consultation for up to 30 minutes for the Essential package; and as BT may reasonably deem necessary for the Extra and Plus packages. BT cannot guarantee the availability of any particular consultant.
- 1.14 Consultation appointments are undertaken between 0900 and 1700 on a Working Day.
- 1.15 BT will email the Customer with confirmation of the appointment for the telephone consultation and will call the Customer in the agreed time slot.
- 1.16 If BT is unable to contact the Customer as set out in paragraph 1.15 BT will call any alternative number provided by the Customer. If this fails, BT will make two further attempts to contact the Customer. On each attempt BT will leave a voice mail message and an email will be sent to the Customer to arrange an alternative telephone consultation appointment.
- 1.17 Should the attempts at a telephone consultation fail BT will cancel the consultation but will proceed with providing the campaign elements of the Service.
- 1.18 As part of the consultation BT may suggest that the Customer set up accounts and use services provided by third parties (such as Google Analytics or search-engine submission services). The Customer is responsible for procuring accounts and services from any third parties.

2. OBLIGATIONS OF BT AND THE CUSTOMER

Obligations of the Customer

- 2.1 When ordering the Service the Customer must provide BT with accurate and up to date information.
- 2.2 The Customer is responsible for maintaining a Customer Website at the address provided to BT when applying for the Service. The Customer will be responsible for updating the Customer Website on an on-going basis and immediately notifying BT if the address of the Customer Website changes.
- 2.3 The Customer is responsible for providing the Customer Website in the English language.
- 2.4 The Customer must ensure that all Content on the Customer Website (including text, images and other advertising information provided by the Customer) conforms at all times and in all respects with the terms and conditions, policies, standards, specifications or technical requirements adopted by the Internet Search Engine.
- 2.5 Customer acknowledges and agrees that BT provides the Service using the Program and the Program is governed by the policies, terms and conditions applicable to it set out at <https://adwords.google.com/select/tsandcsfinder> (the "**AdWords Ts and Cs**"). The Customer hereby consents and accepts the Adwords Ts and Cs and will continue to accept and comply with them for the duration of the Contract.



Service Schedule for BT Search Marketing

- 2.6 The Customer is responsible for maintaining a privacy policy regarding the use of Personal Information. Therefore, every Customer Website that participates in the Program (that processes Personal Information) must contain a link on its home page which directs visitors to its privacy policy. The Customer understands and accepts that any Customer Website without a link to a privacy policy may be suspended and withdrawn from the Program, without notice, by the Internet Search Engine.

Obligations of BT

- 2.7 BT will:
- (a) Set up the Service based on the information submitted by the Customer at the time of order placement; and
 - (b) Maintain the Service based on any revised information submitted by the Customer and using BT's experience of Keywords, searches and the Program; and
 - (c) Manage advertising of the Customer Website through the Internet Search Engine.

3. SERVICE LEVELS AND SUPPORT

- 3.1 BT will provide the Service with reasonable skill and care.
- 3.2 Support will be provided by BT through a phone number and email address provided to Customers once the Service is set up.
- 3.3 Support for the Service is available between the hours of 0900 and 1730 on a Working Day.

4. CHARGES

Charges structure

- 4.1 The Charges for the Service consist of three components a) the Monthly Commitment; b) a one off set up charge; and c) the cost of any additional features, if any, ordered by the Customer. Each package has a different Monthly Commitment and one off set up charge. The Charges for the Service will be set out in the Order Form.

BT's Management Fee

- 4.2 A percentage of the Monthly Commitment will be spent on advertising. The remaining percentage consists of BT's management fee for the Service. The respective percentage amounts of the Monthly Commitment vary according to the package chosen. The percentage amounts are shown in Table 1 below:

Service package option	Monthly Commitment per month payable by the Customer for the Service package	% of the Monthly Commitment allocated to advertising on the Internet Search Engine	% of the Monthly Commitment allocated to BT's management fee
Essential	£100 - £950	60%	40%
Extra	£1,000 - £2,400	70%	30%
Plus	£2,500 to £15,000	80%	20%

Table 1: Allocation of Monthly Commitment

Notes to Table 1:



Service Schedule for BT Search Marketing

1. Where the Monthly Commitment is £5,000 or more per month the % of the Monthly Commitment allocated to advertising on the Internet Search Engine is increased to 85% and BT's management fee is reduced to 15%.
- 4.3 The Customer must pay the Charges for the Service. Payment must be made by direct debit. The Customer is responsible for providing the necessary direct debit mandate.
- 4.4 All invoicing and billing communication related to the Service will be online only.
- 4.5 Clause 4.16 of the Conditions will not apply to this Service. This paragraph 4.5 shall apply instead. If the Customer disputes any charge on a bill, the Customer will notify BT in writing within 14 days of the date of the bill with all relevant information. The Customer will pay the full amount of the bill pending resolution of the dispute. Any disputes will be resolved promptly.
- 4.6 The late payment charge payable under Clause 4.17(a) of the Conditions is set out in the BT Price List.
- 4.7 In addition to BT's rights set out in Clause 4.17(a) of the Conditions BT may suspend the Service until payment is received.
- 4.8 Clauses 4.9 and 4.10 of the Conditions will not apply to this Service.

Cancellation and Termination Charges

- 4.9 If Clause 6.1 of the Conditions applies and the Order is cancelled within five (5) Working Days from the order date no cancellation charges will apply
- 4.10 If Clause 6.1 of the Conditions applies and the Order is cancelled more than five (5) Working Days from the order date BT may invoice the Customer the set up Charges for the Service.
- 4.11 If Clause 6.5 of the Conditions applies the Customer must pay BT the remaining Charge(s) that would have been payable by the Customer for the remainder of the Minimum Period.

5. ADDITIONAL CONDITIONS

General

- 5.1 The Service is not available to Customers who have an existing account for the Program and the account was active in the 90 days prior to placing the order with BT.
- 5.2 If the URL or Customer Website link is removed by anyone other than BT, the Customer will not be entitled to any refund of Charges paid for the Service.
- 5.3 BT reserves the right not to accept Customer requests for specific Keywords to be used as part of the Service.
- 5.4 In providing the Service, BT does not guarantee any number of completed Impressions, transactions or any other results or that Clicks delivered will be as a result of a search performed on the Internet Search Engine.
- 5.5 The Customer acknowledges and accepts that in providing the Service BT may hold data relating to the Customer on servers based outside of the United Kingdom, but where BT does so, such data will be held in accordance with all relevant data protection legislation. The Customer consents to such data being held outside of the United Kingdom.
- 5.6 The Service is provided solely for the Customer's own use and the Customer will not resell or attempt to resell either (or any part or facility of it) to anyone else.

Termination or suspension of Service



- 5.7 BT may, at any time and without prior notice to the Customer, terminate or suspend the Service if BT determines, in its sole discretion, that:
- (a) the Content of the Customer Website violates or is inconsistent with the policies, standards, specifications or technical requirements adopted by the Internet Search Engine; or
 - (b) the Customer carries out an act or omission which causes the Customer to be in breach of paragraph 2.5.

If any such event occurs, the Customer will remain responsible for payment of all Charges.

- 5.8 The Customer will indemnify BT for all costs incurred and against any claims or legal proceedings, howsoever arising, which are brought or threatened against BT by a third party because the Customer was or is in breach of clauses 2.4 to 2.6. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.
- 5.9 The limitations of liability referred to in Clauses 7.2 and 7.3 of the Conditions will not apply in respect of claims brought under paragraph 5.8 of this Schedule.

Limits of Liability

- 5.10 BT's liability for errors or omissions in the provision of the Service is limited to undertaking such work as is necessary to remedy any errors or omission it makes. Any errors or omissions must be notified to BT within one month of the Service Start Date.
- 5.11 In provision of the Service BT is not liable for:
- (a) any alteration to the Customer Website caused by a third party (including but not limited to additions, modifications or deletions);
 - (b) the availability or accuracy of third party web sites or resources to which the Customer may be linked;
 - (c) the content, advertising, or products on or available from third party web sites or resources; or
 - (d) any claims, losses (direct and/or indirect) or damage suffered by the Customer or any other third party as a result of Google suspending and/or withdrawing their website from the Program).
- 5.12 Subject to paragraph 5.10, the limit of liability under Clause 7.2 of the Conditions is for all direct loss or damage arising the greater of:
- (a) £5,000 for any one incident or series of connected incidents and £15,000 for all incidents in any period of 12 months; or
 - (b) the amount of Charges the Customer has paid to BT in any period of 12 months in which an incident occurs, measured from the Service Start Date (and the anniversary of the Service Start Date for each subsequent year of the Service) up to the point of the incident.

Rights of Third Parties Act

- 5.13 Clause 9.8 of the Conditions as amended in this paragraph 5.13 shall apply to this Contract. Except as specified herein the Contract does not create any right enforceable by any party who is not the Customer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.



Service Schedule for BT Search Marketing

6. DEFINITIONS

In this Service Schedule the following terms, in addition to those stated in the Conditions, apply:

BT Price List	Means the document containing a list of BT's charges and terms and which can be seen at: http://www.bt.com/pricing (or any other on-line address that BT may advise the Customer). The BT Price List forms part of the Contract.
Charges	means the list of charges set out in the Order Form.
Click(s)	means when a User selects the link specified by the Customer and "clicks" the mouse on the link with the intent of being hyperlinked to the Customer Website. The Click is recorded when the User clicks on a link and that event is logged by the Internet Search Engine on its server logs.
Conditions	means the Conditions for BT Business Services which are made available at http://www.websites.bt.com/terms (or any other on-line address that BT may advise the Customer).
Customer Website	means the website linked to by the URL submitted or otherwise provided by the Customer on application for the Service or as notified anytime thereafter.
Impressions	Means the display of results to a User but have not become Clicks.
Internet Search Engine	means an online facility which allows a User to search for website content containing words or phrases selected by the User and be presented with hypertext links to such content. The selected facility for this Service is "Google".
Keyword(s)	means a single word or a combination of words which BT will advertise on the Internet Search Engine on behalf of the Customer and which is generated from the Content of the Customer Website and is representative of such Content.
Monthly Commitment	means the charges a Customer agrees to pay BT for each and every month of the Service, from the Service Start Date to the date of termination of the Service. Each package has a different Monthly Commitment as set out in paragraph 4.1 above.
Order Form	means the form, customer requirements form or other form provided by BT to the Customer, setting out the details of the Customer's order, the Charges including the Monthly Commitment, the Minimum Period and any associated terms.
Personal Information	personal data, as defined in the Data Protection Act 1998
PPC	Means pay per click
Program	Means the Google AdWords program
URL	means Uniform Resource Locator which is the full address for a website.
User	means a person carrying out a search on an Internet Search Engine using words matching a Keyword.