



Service Schedule for BT Website Basic, BT Website Standard and BT Website Standard Plus customers migrated to BT Web Starter and BT Web Manager services

1. SERVICE DESCRIPTION

Service Overview

1.1 The Service is:

- (a) the transfer of existing visible Content, Customer Content, data, third party hyperlinks and a Domain Name from an Existing Website to the specified Service;
- (b) the replication of the number of visible website pages from the Existing Website to the specified Service;
- (c) the provision of a self-service portal to manage your website;
- (d) the provision of a statistical package; and
- (e) the continued hosting of the website with its prior level of hosting functionality as further described in this Service Schedule.

1.2 BT will confirm which Service the Customer has been transferred to.

1.3 BT will use reasonable endeavours to map the functionality and layout of the Existing Website to the Service. The Customer understands and accept that it may not be possible for all layout, features and functionality of the Existing Website to be replicated in whole or in part on transfer of the Existing Website to the specified Service

1.4 The Service does not include:

- (a) the provision of any BT Equipment or other equipment;
- (b) The provision or creation of any new functionality on the Service;
- (c) The provision or creation of any new pages on the Service;
- (d) The updating of the Service with any new text, Content or Customer Content;
- (e) The migration or transfer of any non-visible or non published Content, Customer Content or other data;
- (f) The set up or administration of any third party accounts or web pages;

- (g) The creation of any additional mailboxes or email addresses;
- (h) Mailbox storage in excess of 500 Megabytes
- (i) The use or benefit of any hosting, domain or mailbox management facilities listed at www.bt broadbandoffice.com, or such other address as may BT may advise; and
- (j) The use or benefit of "Use of Web Space" functionality listed at www.bt broadbandoffice.com, or such other address as may BT may advise

1.5 By continuing with the Service, the Customer confirms that it is acting in a business capacity and is not and will not be dealing "as a consumer" for the purposes of section 12 of the Unfair Contract Terms Act 1977.

1.6 In addition to the terms in this Service Schedule the Service is subject to:

- (a) the Conditions for BT Business Services (the "Conditions") which can be found at: <http://www.bt.com/terms>; and
- (b) Service Schedule for Web Hosting which can be found at: <http://business.bt.com/getting-your-business-online/web-hosting/terms/>; and
- (c) Domain name Terms and Conditions which can be found at: <http://business.bt.com/getting-your-business-online/web-hosting/terms/>

Where there is any conflict between this Service Schedule and those set out in paragraph 1.6(b) and (c) above the terms of this Service Schedule shall prevail

1.7 The Service may be subject to a Minimum Period, the Minimum Period if any shall be as stated on the order/registration form or for Customers eligible for the BT Web Manager Services refresh as set out in paragraph 3.19 it shall be 12 months from the Service Start Date of the refreshed website.



Service Schedule for BT Website Basic, BT Website Standard and BT Website Standard Plus customers migrated to BT Web Starter and BT Web Manager services

2. SERVICE LEVELS

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

Service Support

- 2.2 Customer support is available on (0800) 800 891 during the hours of 09:00 to 17:00 on a Working Day.

3. RESPONSIBILITIES OF THE CUSTOMER AND BT

General

- 3.1 The Customer must provide BT with accurate and up to date information.
- 3.2 The Customer will nominate a representative who has appropriate knowledge and authority to discuss the Customer's website.
- 3.3 Whilst BT will use reasonable efforts to make sure that backup copies of the Customer's website and all data contained on it are made at reasonable intervals, the Customer will be solely responsible for the backup of the data and BT will not be liable for any damages, loss, costs or other expenses arising out of or for any loss of data by the Customer which is due to the Customer's or BT's failure to back up the data.
- 3.4 The Customer acknowledges that where it requests BT to include in its website links to other websites, BT will not make any independent enquiry into these links and that the use of these links (including their availability) is at the Customer's sole risk. The Customer confirms that the creation of these links is authorised by the owner / operator of the linked website and that the linked website complies with the terms of the Contract.
- 3.5 Where links to other websites are included on the Customer's website (including links to websites such as PayPal), the Customer acknowledges that the use of such websites may be subject to the acceptance of, and compliance with, the terms and conditions of the website provider. The Customer

acknowledges and accepts that compliance with these terms and conditions is its responsibility alone and that in respect of payments, BT does not act as a payment services provider or any other intermediary in respect of any payments that the Customer accepts. Furthermore, the Customer acknowledge and accepts that compliance with all applicable legislation including, without limitation, Sale of Goods Act 1979 (as amended), Consumer Protection (Distance Selling) Regulations and Electronic Commerce (EC Directive) Regulations is also its sole responsibility.

- 3.6 By purchasing the Service the Customer agrees that they are authorised to provide, and that they grant BT permission, to display all Customer Content (including logos, photos and images) forming part of their website. The Customer must ensure that their website complies with all applicable laws, regulations, codes of practice, guidelines and standards applicable to them and/or their business.
- 3.7 When a Customer is providing Customer Content for their website, the Customer must ensure that they have legal permission to do so.
- 3.8 BT provided images are only for use on the website. If the Service is ceased, the right to use any Content is terminated.
- 3.9 Subject to paragraphs 3.21 to 3.23 the Customer will be responsible for updating the website from the Service Start Date on an ongoing basis using the self-service portal.
- 3.10 Whilst BT's search engine optimisation methodology ensures that the Customer's website can be read by search engines, BT cannot guarantee a ranking on any Internet Search Engines.
- 3.11 In order to make the Customer's website more effective, BT may need to limit the number of images on the Customer's website.
- 3.12 The Customer's website will be submitted to BT's designated Search Engines.



Service Schedule for BT Website Basic, BT Website Standard and BT Website Standard Plus customers migrated to BT Web Starter and BT Web Manager services

- 3.13 **Email** –BT will continue to provide the existing single email account for the Customer, using their website URL as a suffix (e.g. customername@customerwebsite.co.uk),
- 3.14 **Metered Number** – BT can provide the Customer with a dedicated telephone number which connects calls to the Customer’s chosen telephone number and enables BT to count the number of calls the Customer’s website generates for their business. The Customer must advise BT if they do not want to use a BT Metered Number.. If it is the Customer’s aim to generate calls in to its business via its website, BT recommends the Customer takes the BT provided Metered Number and displays it on their website.
- 3.15 Metered numbers may only be displayed on the Service. The Metered Number will cease on termination of the Service.
- 3.16 BT reserves the right to provide the Customer with a different metered number than used on the Existing Website on transfer to this Service.
- 3.17 **Service review**
BT will provide the Customer with a regular review, the frequency of which will be as set out in this paragraph. The review will be emailed and/or blogged to the Customer with the option of arranging a follow up telephone call. The review could include: review of website goals, analysis of current traffic/conversion, suggested updates and changes and any other web presence related activities that BT considers appropriate. The frequency of the service reviews will be as follows:
- (a) BT Web Starter – a review every six months
 - (b) BT Web Manager - a review every three months
- 3.18 As part of the service review in paragraph 3.17 above and subject always to paragraphs 3.22 and 3.23 the Customer may request the addition of the following functionality free of charge:
- (a) **“Add This” / Social Links** – BT can provide a social link to the footer of the Customer’s website, making it available across all pages of the Customer’s website.
- In addition for the BT Web Manager service only the Customer may also request the following functionality free of charge:
- (b) **Facebook** – BT will set up a Facebook page with a maximum of five (5) defined tabs (which may include wall, info, photos, videos and a customised welcome page) designed using content taken from the Customer’s website. Once created, BT will enable the Customer to maintain their Facebook page –BT will not maintain the Customer’s Facebook page once it is set up. The Customer’s Facebook page remains the Customer’s responsibility. If the Customer has an existing Facebook Fan Page BT may ask the customer for their current username and password to make a one-time change to that Facebook page on the Customer’s instruction. These details would be entered directly on to Facebook. BT will not store these details on any of its systems and the Customer reserves the right not to provide these details if they do not wish.
 - (c) **Google Places** – BT will act as the Customer’s authorised representative to claim their business listing on Google Places. The Customer’s Google Place will then be populated using content taken from the Customer’s website. This may include the following information: business name, business address, service coverage area, opening hours, contact telephone number, fax number and/or photos/videos. Responsibility for ongoing management of the Customer’s Google Places listing lies with the Customer – BT will not



Service Schedule for BT Website Basic, BT Website Standard and BT Website Standard Plus customers migrated to BT Web Starter and BT Web Manager services

maintain the Customer's Google Places listing once it is set up.

Service Refresh

3.19 This paragraph only applies to BT Web Manager Services

If the Customer has the Web Manager web site for a continuous period of 24 months from the Service Start Date the Customer may contact BT to discuss a refresh of the website, choosing from a list of refresh options as described by BT. Subject to Customer agreeing a new Minimum Period BT will provide the refresh free of charge.

Optional items available at additional charge for the BT Web Manager service only

3.20 The Customer may purchase the following additional items subject to payment of the applicable Charge:

- (a) The Image Gallery - The Image Gallery displays images as thumbnails on the page and opens on click to display in light box style for larger view.
- (b) Image Slideshow - An Image Rotator, which displays a series of images like a slideshow with a fade effect between each.
- (c) eNewsletter - The Newsletter can be emailed to a single list of email subscribers which can either be added manually through the website administration console or through a subscription form on the website.
- (d) Video Player - The Video player allows the Customer to play videos from their website by simply embedding videos hosted on 3rd party video hosting sites such as YouTube, etc.
- (e) Additional Page - Addition of one extra page to the website. The additional page will include either (i) up to 250 words created by BT for the Customer based on a description provided, or (ii) the insertion of unlimited words of Customer Content (Information must be provided electronically). BT will also insert one (1) Customer image on the additional page if supplied.

3.21 Subject to paragraphs 3.22 and 3.23 the Customer will be responsible for updating the website on an on-going basis from the Service Start Date.

Requesting Amendments to the Service

3.22 The Customer may request amendments as set out in this paragraph and subject always to the Amendment Policy and Fair Usage Policy set out below. Changes can include:

- (a) Adding a new pages, text or pictures;
- (b) Changing background colours; and
- (c) Changing text colour and size.

Amendments may be requested by telephone (on a Working Day) or email. BT will endeavour to complete any amendments within 3 Working Days. All completed changes will be confirmed to the Customer via email. It is the Customer's responsibility to review the changes made by BT and notify BT in writing of any amendments to the agreed changes.

Fair Usage Policy for Amendments

3.23 Changes requested in accordance with paragraph 3.21 above shall not:

- (a) exceed 15 minutes to complete; and
- (b) exceed a total of 6 changes in any twelve (12) month period.

3.24 BT will not undertake any changes:

- (a) set out in paragraph 3.22 that exceed either paragraph 3.23 (a) or (b); or
- (b) which are not specified in the Amendment Policy

these shall be the Customers sole responsibility.

3.25 Self service portal
BT will provide the Customer with an on-line control portal which will allow the Customer to manage the website via the internet. The Customer acknowledges that the online control portal is designed to provide the Customer with increased usability and management of the



Service Schedule for BT Website Basic, BT Website Standard and BT Website Standard Plus customers migrated to BT Web Starter and BT Web Manager services

account and that from time to time the online control portal may not reflect with complete accuracy the Customer account information.

4. CHARGES

General

- 4.1 The Charges will be set out in the Important Changes About Your Website notice. All payments must be made by direct debit.
- 4.2 The Charges consist of a recurring monthly Charge for the duration of the Contract. The recurring monthly Charge consists of two parts: (i) a charge for the various services involved in managing the Service; and (ii) a Charge for the hosting of the Customer's website.
- 4.3 The recurring monthly Charge will be invoiced monthly in advance (e-mail invoices only). In the event of late payment of the Charges and in addition to BT's rights set out in paragraph 4.4, the Service may be suspended.
- 4.4 The late payment charge payable under Clause 4.17(a) of the Conditions is set out in the BT Price List.
- 4.5 If the Customer purchases additional services, the Charges will be raised on the next bill.

Cancellation and Termination Charges

- 4.6 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

Policies

- 5.1 In addition to the provisions of Clause 3.3 of the Conditions, the Service must not be used in a way that is in contravention of any guidelines of any Internet Search Engine or BT's Advertising Policies located at:

<http://business.bt.com/getting-your-business-online/marketing-solutions/terms/>

Consent for marketing

- 5.2 BT reserves the right to use the Customer's completed website for marketing purposes.

Ceasing of web site on Termination

- 5.3 Clause 6.5 of the Conditions is hereby amended so that as an additional consequence of ending the Contract BT will delete the Customer's web site provided under this Service Schedule. BT will provide the Customer with instructions on how the Customer may, using Customer Content only, rebuild the website on BT's self-service solution.

Domain Name

- 5.4 BT will continue to use the existing domain name in accordance with the domain name terms and conditions. If the Customer elects to transfer the domain name to an alternative registrar the Customer shall be responsible for ensuring the domain name remains active and is renewed as necessary.
- 5.5 If the Customer requires changes to their domain name, hosting or management of existing mailboxes this may be requested in accordance with paragraph 2.2.

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.
- 5.7 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; or



Service Schedule for BT Website Basic, BT Website Standard and BT Website Standard Plus customers migrated to BT Web Starter and BT Web Manager services

(c) the content, advertising, or products on or available from third party web sites or resources.

material provided by the Customer to BT.

5.8 In any event BT's limitation of liability under Clause 7.2 of the Conditions is

(a) £5,000 for any one incident or series of related incidents; and

(b) £10,000 for all incidents in any period of twelve (12) months.

Existing Website

Means an existing BT website provided by BT or a BT Group Company to the Customer

Fair Usage Policy

Means the type of permitted free of charge changes BT may undertake for the Customer as set out in this Schedule

Intellectual Property Rights

5.9 If BT prepares any artwork or material for the Customer, BT will grant the Customer a non-transferable and non-exclusive licence to use the artwork on that website.

Internet Search Engine

Means any 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.

5.10 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

6. DEFINITIONS

In this Service Schedule the following terms, in addition to those stated in Clause 1 of the Conditions, have the meaning shown next to it:

Search Engine

Means the online search companies known as Google and Bing

Amendment Policy

Means a document describing the changes the Customer may request and BT will provide free of charge in accordance with the Fair Usage Policy

User

Means a person carrying out a search on an Internet Search Engine using words matching a Keyword who then clicks on a resultant link with the intention of being hyperlinked to the Customer's website.

Charges

Means the charges set out in the Important Changes About Your Website notice

Customer Content

means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other