

# Service Schedule for BT Online Starter Kit On or After 13<sup>th</sup> July 2015

### 1. SERVICE DESCRIPTION

#### **Service Overview**

- 1.1. The Online Starter Kit Service provides professional assistance in the setting up, configuring and customising of specific products and features within the Microsoft Office 365 service suite. It does not include the provision of any BT Equipment or other equipment.
- 1.2. BT will conduct a free of charge technical discussion with the Customer to assess the Customer's requirements. BT will then set out the particulars of the Service in a Quotation (sometimes referred to as an order form).
- 1.3. BT is unable to provide the Service until the Customer has purchased Microsoft® Office 365 Small Business or Microsoft® Office 365 Small Business Premium from BT.
- 1.4. In addition to the terms in this Service Schedule, the Service is subject to:
  - (a) the Conditions; and
  - (b) the Quotation.

#### Service Start Date and Minimum Period

- 1.5. The Customer agrees that the Service Start Date is the date that the Service is ordered.
- 1.6. The Service is a project based service and therefore there is no Minimum Period.

# 2. RESPONSIBILITIES OF THE CUSTOMER AND BT

- 2.1. The Customer will nominate a representative with appropriate knowledge and authority to discuss and implement the Customer's online business strategy to work with BT.
- 2.2. The Customer will accept the terms of this Service Schedule, the Conditions and the Quotation electronically by electronic signature ("e-signature"). The Customer agrees that this e-signature will be a legally binding acceptance of the Contract.
- 2.3. Where requested by BT, the Customer will provide BT with user names and passwords in order to allow BT to provide the Service.
- 2.4. The Customer will comply with the terms of its agreement with BT for Microsoft® Office 365 Small Business or Microsoft® Office 365 Small Business Premium including procuring any relevant third party licenses required to enable Microsoft® Office 365 to go live, and for any on- going fees associated with the licenses.
- 2.5. The Customer will be responsible for providing to BT all Customer specific content to be included in Microsoft Office 365.
- 2.6. BT will issue the Customer with three Post-Setup Support Tickets.



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2.7. The Customer and BT will agree mutually convenient times for any training, demonstrations, design consultations, setup or other delivery that requires phone contact and/or screen share with the Customer. If the Customer does not agree to a time or times within 30 days of the Service Start Date, then BT has the right to cancel the Contract in accordance with Clause 3.4 below.

### 3. CHARGES AND BILLING

- 3.1. The Customer will pay the charges for the Service set out in the Quotation.
- 3.2. Charges will be included as an additional billing item on the Customers next BT bill and the Customer will pay in accordance with BT's standard billing terms or as otherwise specified on the Customer's BT bill.
- 3.3. Unless otherwise agreed, the Customer cannot pay the charges by direct debit or monthly payment plan.

## **Cancellation Charges**

- 3.4. If as a result of the Customer failing to comply with its responsibilities set out in the Quotation and in Clause 2 of this Service Schedule, BT is unable to provide the Service within 30 days of the Service Start Date, BT reserves the right to terminate the Contract and the Customer will pay the full charges for the Service as set out in this Clause 3 and the Quotation.
- 3.5. If at any time the Customer terminates the Service the Customer will pay to BT the full charges for the Service as set out in this Clause 3 and the Quotation.

### 4. ADDITIONAL CONDITIONS

- 4.1. The Customer will allow BT or its representatives to remotely access its registered computing equipment and network for the purposes of Service delivery, fault diagnosis and resolution and will provide BT with the relevant information and details to enable BT to do this.
- 4.2. 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.

## **Limits of Liability**

4.3. 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 BT 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 30 days of the date of the Service completion.



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- 4.4. In any event, BT's liability under Clause 7.2 of the Conditions is limited to the total charges paid by the Customer for the Service.
- 4.5. The Customer accepts that BT will not be liable for any failures in Microsoft® Office 365 Small Business or Microsoft® Office 365 Small Business Premium that cannot be resolved using the Service, or for the Customer's failure to correctly follow BT's advice and recommendations.
- 4.6. The Customer accepts that BT will not be liable for loss or corruption of the Customer's data. BT recommends that the Customer regularly and frequently backs-up any stored data.
- 4.7. If a fault is due to a failure in the Customer's equipment it is the Customer's responsibility to arrange for the repair or replacement of it. The Customer accepts that BT will not be liable if it is unable to provide the Service due to the Customer's equipment being faulty or unavailable.

### 5. SECURITY

5.1. If the Customer is required to disclose User Security Details to a BT employee or BT representative in order for the employee to perform work under the Service, the Customer must change the User Security Details within 24 hours of BT's confirmation to the Customer that the work has been completed. The Customer must confirm to BT by return e-mail that the User Security Details have been completed.

### 6. **DEFINITIONS**

In this Service Schedule, unless the context requires otherwise, in addition to the defined terms set out in the Conditions, capitalised terms in this Service Schedule will have the following meaning:

**Conditions** means the Conditions for BT Business Services (BT1130).

**Quotation** means the particulars of the Service to be provided by BT to the

Customer and the associated charges. For the purposes of this Contract, including the definition of "Contract", the Quotation will

also be the order form.

Post-Setup Support Ticket means a ticket issued to the Customer by BT which allows the

Customer to contact BT with queries in respect of the Service after the Service completion by telephone on 0800 047 5042 or by email on <a href="mailto:activationsupport@websites.bt.com">activationsupport@websites.bt.com</a>. The Post-Setup Support

Ticket is valid for 30 days from the Service Start Date.