

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service includes the construction and hosting of a business website as further described in this Service Schedule. It does not include the provision of any BT Equipment or other equipment.
- 1.2 By ordering 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.
- 1.3 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:
 - (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/domain-s-and-hosting/web-hosting/terms> ; and
 - (c) Domain name Terms and Conditions which can be found at: <http://business.bt.com/domain-s-and-hosting/web-hosting/terms>

Service Start Date

- 1.5 By ordering the Service, the Customer agrees that the Service Start Date is the date that the Contract begins, as set out in Clause 1.1 of the Conditions.

Minimum Period

- 1.6 The Minimum Period of the Contract is twelve (12) months.

Set Up

- 1.7 The Set Up will be based on requirements captured during the initial order conversation with a sales representative and the consultation appointment set out in paragraph 3.16 below. Additional charges will be applied if the Customer requests additional pages or supplemental features available as part of this Service.

Post Set Up

- 1.8 On completion of the Set Up phase, BT will host the Customer website, email accounts and register an available Domain Name.

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 s on a Working Day.

3. RESPONSIBILITIES OF THE CUSTOMER AND BT

General

- 3.1 When ordering the Service 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 and implement the Customer's website needs.
- 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



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- 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 While BT will endeavour to improve the position of the Customer's website in Internet Search Engine results in response to a search request, the exact ranking of the Customer's website depends on a multitude of factors outside of BT's and the Customer's control, such as the Internet Search Engine algorithm, the Internet Search Engine optimisation activity of the Customer's competitors etc. Whilst BT's search engine optimisation methodology ensures that the Customer's website can be easily read by search engines, BT cannot guarantee a ranking on Internet Search Engines.
- 3.10 All BT's designs are based on best practice and whilst it is possible to individually define most aspects of the design (font, colour scheme, layout, header design), there are limitations. BT's website experts will be able to advise the Customer if their ideas and preferences cannot be implemented.
- 3.11 Changes to the layout, content and design of the website will only be made by BT once consent has been received by the Customer.
- 3.12 Some of the Product Features are reliant on third party providers, for example Google or Facebook. The Customer acknowledges that (i) BT may not be able to provide a particular Product Feature where the Customer does not meet the relevant criteria of that third party provider; (ii) BT does not have any control or exercise influence over the third party provider's own services; and (iii) a third party provider's service may

cease or change from time to time. The Customer acknowledges that such events are beyond BT's control and agrees that such an event will not permit them to terminate the Service, nor will BT have any liability to the Customer for the impacts that these may have.

- 3.13 Where the Product Features involve setting up and/or administering a page or pages on a third party website, the Customer acknowledges that: (i) where necessary, BT is authorised to set up an account on the Customer's behalf; (ii) BT is authorised to administer the page or pages on the Customer's behalf; and (iii) the Customer is authorised and grants BT permission to display on the page(s) all content referred to above.
- 3.14 In order to make the Customer's website more effective, BT may need to limit the number of images on the Customer's website.
- 3.15 BT's website adviser will work with the Customer to capture and agree the requirements for the content and design of the website. The Customer accepts that the exact design and content of their website is at the discretion of their website adviser;

BT Web Starter Website Product Features

- 3.16 **Design Consultation** – telephone-based consultation with a BT website adviser to discuss the Customer's requirements. The website adviser can recommend how best to design the layout and structure in order to make the Customer's website effective.
- 3.17 **Design** – customised design by a website designer includes: a mandatory homepage and contact page; BT will write the copy for up to two (2) pages, up to a maximum of 250 words per page. Depending on the Customer's business needs, BT's Web Starter websites typically include up to three (3) pages. Each page may feature up to 1 stock images, the exact number of pages comprising the

Customer's website will be at the discretion of BT's website adviser, following the Customer's initial Design Consultation. If the Customer has clear preferences as to how the website should be designed, it is the Customer's responsibility to express these in their initial Design Consultation.

- 3.18 **Logo Design** – should the Customer require BT to create a logo for their business, BT will provide a text based logo as a .gif image for use on the Customer's BT website.
- 3.19 **Content** – BT will provide website copy designed to incorporate business activity and location terms in line with BT's search engine optimisation methodology. It is the Customer's responsibility to provide BT with the keywords and key phrases for which the Customer would like their website to be optimised. BT will design the website for the Customer based on the Design Consultation, using BT's resources and experience in creating websites for the Customer's business type and featuring, where provided, Customer Content. It is the Customer's responsibility to advise BT of anything they specifically want to mention on their website. If the Customer has clear preferences regarding the type and style of website content it is the Customer's responsibility to express these during the initial consultation; the Customer's website can include an image page where the Customer can display photos of their products or services.
- 3.20 **Search Engine Submission** – the Customer's website will be submitted to BT's designated Search Engines.
- 3.21 **Search Engine Optimisation** – the Customer's website home page will be optimised to be analysed by Internet Search Engines.
- 3.22 **Hosting** – BT will host the website for the Customer.



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- 3.23 **Email** – Where appropriate BT will set up a single email account for the Customer, using their website URL as a suffix (e.g. customername@customerwebsite.co.uk),
- 3.24 **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 their website adviser if they do not want to use a BT Metered Number. In instances where the Customer does not take a BT provided the Customer may insert another telephone number although the Customer will not benefit the number of calls the website generates. 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.
- 3.25 Metered numbers may only be displayed on the BT provided website. The Metered Number will cease on termination of the Service.
- 3.26 **“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.
- 3.27 **1-2-1 web reviews.**
BT will offer the Customer a review every six (6) months. 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.
- 3.28 BT will commence the Set Up of the Website by attempting to contact the Customer on at least three (3) occasions, on the telephone number provided, for a consultation regarding the design of the website and any mock up of the website BT may have provided. BT reserves the right to charge for additional work which is required by the Customer and which is outside the Quotation.
- 3.29 The Customer is responsible for providing all of the Customer Content required to complete the website to the agreed specification. BT will not be held responsible for any delays due to late delivery of the Customer Content.
- 3.30 Following the consultation set out in paragraph 3.16 above and the provision by the Customer of the Customer Content, BT will construct the Customer's website.
- 3.31 If BT is unable to contact the Customer for the consultation set out in paragraph 3.16 above, or if the required Customer Content for the website is not provided within three (3) Working Days of the date advised by BT (or any other date agreed between the parties), BT will be entitled to build a 3-page website based on the information provided during the initial sales consultation.
- 3.32 The Customer will be requested to approve all design mock-ups within two (2) Working Days or within the timescales provided to the Customer in writing. If the Customer does not respond to the request for approval within this timescale, or does not advise BT that it does not approve the design mock-up, BT will be entitled to consider the design to be approved and to proceed with the Set-Up.

Sign-off of BT Web Starter Website

- 3.33 Before the Customer's website is published on the Internet, the Customer will be requested to approve the finished website. If within two (2)

BT Web Starter Website Order Set Up Phase

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<p>Working Days of being asked to do so, the Customer does not respond to BT's request for sign-off, or fails to inform the website does not meet the Quotation and output of the design consultation, then BT will be entitled to consider the website as being approved for publication to the Internet and may make the Customer's website live on the Internet.</p>	<p>(b) exceed a total of 6 changes in any twelve (12) month period.</p>
<p>3.34 Subject to clauses 3.35 and 3.36 the Customer will be responsible for updating the website on an on-going basis from the date that the website is signed off. Unless otherwise stated in the Quotation, prior to Sign Off, BT will provide the Customer's representative, or his nominee, with access to training and support material to enable these tasks to be completed by the Customer.</p>	<p>3.37 BT will not undertake any changes:</p> <p>(a) set out in clause 3.36 that exceed either clause 3.37 (a) or (b); or</p> <p>(b) which are not specified in the Amendment Policy</p>
<p>3.35 Following Sign Off the Customer may request amendments as set out in this clause and subject always to the Amendment Policy and Fair Usage Policy set out below. Changes can include:</p> <p>(a) Adding a new pages, text or pictures.</p> <p>(b) Changing background colours</p> <p>(c) Changing text colour and size</p> <p>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.</p> <p>Fair Usage Policy for Amendments</p>	<p>these shall be the Customers sole responsibility.</p> <p>4. CHARGES</p> <p>General</p> <p>4.1 The Charges will be set out in the Quotation (sometimes referred to as an order form). All payments must be made by direct debit.</p> <p>4.2 The Charges consist of a one off set up Charge and 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 setting up and managing the Service; and (ii) a Charge for the hosting of the Customer's website.</p> <p>4.3 The one off set up Charge and the various services involved in setting up and managing the Service will be invoiced monthly (online invoices only). The hosting part of the Charge will be invoiced quarterly (on the Customer's standard BT bill). 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.</p> <p>4.4 The late payment charge payable under clause 4.17(a) of the Conditions is set out in the BT Price List.</p> <p>4.5 If the Customer purchases additional services, the Charges will be raised on the next bill.</p>
<p>3.36 Changes requested in accordance with clause 3.35 above shall not</p> <p>(a) exceed 15 minutes to complete; and</p>	<p>Cancellation and Termination Charges</p>



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- 4.6 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
- 4.7 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.
- 4.8 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://www.websites.bt.com/termsandconditions>

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 A domain name will be provided as part of the Service in accordance with the domain name terms and conditions. Customers can choose

from available .co.uk, or .org domains. All other domain extensions, if available, may incur additional Charges.

- 5.5 If the Customer's domain is currently held with another registrar then the website will be held until the Customer confirms the domain has been transferred. No further work will be carried out by BT during this period.

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 the Live Update Phase.

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

- 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.



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Intellectual Property Rights

- 5.9 If BT agrees to prepare any artwork or material for the Customer's website, BT will grant the Customer a non-transferable and non-exclusive licence to use the artwork on that website.
- 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 10 of the Conditions, have the meaning shown next to it:

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

BT Web Starter

means the construction and hosting of a business website as further described in this Service Schedule

Charges

means the list of charges set out in the Quotation.

Customer Content

means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material provided by the Customer to BT.

Fair Usage Policy

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

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.

Live Update Phase

means updates to the Customer's website made in real time by BT during the construction of the website, before Sign Off.

Product Features

means the elements of the BT Web Starter service as further described in paragraphs 3.16 to 3.28.

Quotation

means the quotation provided to the Customer that sets out both the Set Up project to be undertaken by BT and the associated Charges.

Search Engine

means the online search companies known as Google and Bing.

Set Up

means the process of designing and building the Customer's website based on the initial sales consultation and, if applicable, the Quotation and the design consultations.

Sign Off

means the confirmation by the Customer that the delivered Website is in accordance with the initial sales consultation and, the Quotation and the design consultations.

User

means a person



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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.