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### **1. SERVICE DESCRIPTION**

#### **Service Overview**

- 1.1 The Service provides the Customer with a Search Engine Optimisation service including generalised processes for generating traffic to websites. The Customer is responsible for having the necessary equipment, software and Internet access to use the Service or any part thereof.
- 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 telephone 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://www.bt.com/terms>

#### **Service Start Date**

- 1.5 The Contract begins on the date BT communicates its acceptance of the Customer's order for the Service and continues until the end of the Minimum Period unless it has been ended by the Customer or BT in accordance with this Contract. This provision will supersede and replace Clause 1.1 of the Conditions.

#### **Minimum Period**

- 1.6 The Customer may select a 6 month or 12 month Minimum Period of Service as stated on the Order Form.

#### **Service Description**

- 1.7 The Service and service pricing is described in more detail at [www.websites.bt.com/online-marketing/bt-website-manager](http://www.websites.bt.com/online-marketing/bt-website-manager)
- 1.8 The Service is only provided on the Customer's Website agreed with BT.
- 1.9 The Service comprises the following key components:
- (a) Initial review of the Customer's Website and Google Analytics data (implementation of Google Analytics if required) prior to a Welcome to Service call and agreement with the Customer of the SEO Strategy.
  - (b) Implementation of a clearly specified and planned range of tactical activities that support the SEO Strategy.
  - (c) Monthly communication between a BT Search Engine Optimisation specialist and the Customer's nominated representative.
  - (d) A Control Panel Dashboard added to the Customer's Website administration area with monthly activity reporting, document library, FAQs and Google Analytics.
  - (e) Access to and delivery of one SEO In-Depth How to Guide document per month, released as per the agreed SEO strategy agreed in accordance with paragraph 3.11 (b) below.
- 1.10 The Service is designed to support the Customer's Website on a single Domain address (URL) but may include the creation and management of links to third party websites.



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**2. SERVICE LEVELS**

- 2.1 BT will provide the Service with reasonable skill and care.  
**Service Support**
- 2.2 Customer support is available via email at [seoteam@websites.bt.com](mailto:seoteam@websites.bt.com). Customer support is available 0900 to 1730 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.
- 3.3 The Customer is responsible for maintaining the Customer's Website at the address provided to BT when applying for the Service. The Customer will be responsible for updating the Customer's Website on an ongoing basis and immediately notifying BT if the address of the Customer's Website changes.
- 3.4 The Customer agrees to provide BT with the necessary access to the Customer's Website (including usernames and passwords) that it reasonably requires to perform its obligations under the Contract including, in particular, any obligations that it agrees to perform under the SEO strategy.
- 3.5 Where it is necessary to carry SEO Strategy, the Customer agrees to permit BT to upload additional code to the Customer's Website.
- 3.6 Where links to other websites are included on the Customer's Website, 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. Furthermore, the Customer acknowledges and accepts that compliance with all applicable legislation is also its sole responsibility.
- 3.7 Customers can opt for BT to implement Google Analytics (GA) code on the Customer Website. Implementation of GA code is only available where the Customer allows BT access to the Customer's Website code in order to upload or modify pages on the Customer's Website. .
- 3.8 The Customer also acknowledges and accepts that the use of third-party services, including Google Analytics or Social Networking sites, will be governed by the policies, terms and conditions applicable to it (as such policies, terms and conditions may change from time to time). Where necessary in order to deliver the SEO strategy, the Customer also grants BT permission to act as their representative in using these services.

**Account Set Up**

- 3.9 Following confirmation that the Customer wishes to proceed with the Service, the Customer will sign the electronic Order Form and return it to BT. On receipt of the signed Order Form, BT may accept the order in accordance with Clause 1.1 of the Conditions.
- 3.10 As part of the ordering process the Customer will be required to provide:
- (a) two telephone contact numbers (the primary number being a desk based telephone);
  - (b) an email address;
  - (c) the URL of the Customer Website to which the Service is to be applied; and

- (d) two preferred timeslots from those available for the consultation.

BT will use this information to contact the Customer to carry out the consultations set out in paragraphs 3.11 and 3.14 below. The Customer will notify BT immediately of any changes to these details during the Minimum Period.

3.11 Subject to the receipt of the initial payment as set out in paragraph 4.2 below, BT will make a Welcome to Service Call. The purpose of the Welcome to Service Call is for:

- (a) BT to gain an understanding of the Customer's overall aims for the Service and the Customer's Website;
- (b) the parties to agree the SEO Strategy, which will comprise of a number of tactics including, but not limited to, consultations, provision of advice, tutorials, access to resources (online or offline documentation, tools, widgets etc), website optimisation (implementation of Search Engine Optimisation driven code or content changes by the Customer and / or BT). All consultation or service delivery activities performed will be uploaded to the Blog on the Customer's Control Panel for reporting and review.
- (c) BT to agree a date with the Customer for the first of its monthly Consultation, as set out in paragraph 3.14 below. BT will confirm this appointment by email to the address notified in accordance with paragraph 3.10 (b). This email will also contain an SEO In-Depth How to Guide document. The Customer will be sent a reminder email to the same address within 3 days of the Consultation time.

3.12 Following the Welcome to Service Call, BT will commence the Service based upon the agreed SEO Strategy. BT reserves the right to charge for any service requests deemed outside the immediate scope of the product offering.

3.13 If BT is unable to contact the Customer for the Welcome to Service Call, BT reserves the right to commence the Service based on the information provided by the Customer during the order process.

### **Monthly Consultations**

3.14 As part of the Service BT will provide a monthly 45 minute telephone based Consultation. BT cannot guarantee that the same BT Search Engine Optimisation specialist will be available for each of these consultations. BT will agree a date with the Customer for the next monthly Consultation and will confirm this appointment by email to the address notified in accordance with paragraph 3.10 (b) above. This email will also contain an SEO In-Depth How to Guide document.

3.15 Consultation appointments are not available to Customers calling into BT and are only available during the agreed consultation appointment times.

3.16 Rescheduling of a Consultation can only be requested within 3 Working Days of the agreed Consultation time. Requests must be made by email to the address advised by BT. One change request is permitted per month, within the month.

3.17 If:

- (a) the parties are unable to resolve a requested reschedule; or
- (b) BT is unable to contact the Customer using either of the telephone numbers advised in accordance with paragraph 3.10 above



## **Service Schedule for BT Website Manager**

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the parties will continue to implement the SEO Strategy as previously agreed and BT will send an email to the Customer confirming the date for the next Consultation and providing the Customer with an SEO In Depth How to Guide document

- 3.18 Any post Consultation session activity will be confirmed via email and recorded in the Customer's activity blog in the Control Panel Dashboard. The SEO In-Depth How to Guide documents will also be presented within the Control Panel Dashboard.

### **4. CHARGES**

#### **General**

- 4.1 The Charges will be set out on the Order Form. .
- 4.2 Customers will be billed for the Minimum Period at the commencement of the Contract through either
- (a) Credit Card or Debit Card; or
  - (b) via their BT Bill.
- 4.3 The Customer may select a one off or monthly bills.
- 4.4 Where BT is unable to complete payment BT will contact the Customer via email and/or telephone using the contact details provided in paragraph 3.10 above.
- 4.5 In the event of late payment and in addition to BT's rights set out in paragraph 4.6, BT may suspend the Service. The Customer will be informed via email of BT's intention to suspend the Service.
- 4.6 The late payment charge payable under clause 4.17(a) of the Conditions is set out in the BT Price List.

#### **Cancellation and Termination Charges**

- 4.7 If the provisions of Clause 6.1 of the Conditions apply and BT is entitled to apply cancellation charge(s), then the Customer must pay BT the remaining charge(s) that would have been payable by the Customer for the remainder of the Minimum Period.
- 4.8 If the provisions of Clause 6.5 of the Conditions apply and BT is entitled to apply termination charge(s), then the Customer must pay BT the remaining charge(s) that would have been payable by the Customer for the remainder of the Minimum Period.
- 4.9 Clause 6.6 of the Conditions will not apply during the Minimum Period.

### **5. ADDITIONAL CONDITIONS**

- 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/terms>
- 5.2 BT offers no guarantees that this Service or the advice provided as part of the Service will generate additional traffic to the Customer's Website or improve its positioning or ranking with any search engine. The Service is offered on an advisory basis only and it is the Customer's decision as to whether offered advice and suggestions are followed.
- 5.3 BT reserves the right not to accept Customer requests for specific activities to be used as part of the Service.
- 5.4 In providing the Service, BT does not guarantee a number of completed transactions or any other results or that clicks delivered will be as a result of a search performed on any specific Internet Search Engine.

### **Limits of Liability**

- 5.5 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.
- 5.6 In provision of the Service BT is not liable for:
- (a) any alteration to the Customer Website or third party websites caused by a third party (including but not limited to additions, modifications deletions, or commentary such as forum posts or tweets);
  - (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.
- 5.7 In any event, BT's liability under Clause 7.2 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.

### **Intellectual Property**

- 5.8 BT will retain all rights in any Intellectual Property which is developed as a result of the provision of the Service.

## **6. DEFINITIONS**

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

<b>Consultation</b>	means a monthly call of no more than 45 minutes in duration between a BT Search Engine Optimisation specialist and the Customer's nominated representative to discuss the performance of the Customer's Website and agree plans for changes to the SEO Strategy.
<b>Control Panel</b>	an online environment that a Customer will be able to access using a username and password.
<b>Control Panel Dashboard</b>	a Control Panel added to the Customer's website administration area which has a range of metrics designed to demonstrate changes in traffic to the Customer's Website.
<b>Customer's Website</b>	means either: <ul style="list-style-type: none"><li>(a) a website of the Customer which has been constructed by BT and approved by BT as being suitable for the Service; or</li><li>(b) a website constructed by a third party and approved by BT as being suitable for the Service.</li></ul>
<b>Internet Search Engine</b>	means any online facility which allows a User to search for Content containing words or phrases selected by the User and be presented with hypertext links to such Content.



## ***Service Schedule for BT Website Manager***

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<b>Order Form</b>	means the order form provided to the Customer in accordance with paragraph 3.9 above that sets out the details of the Service to be undertaken by BT and the associated Charges.
<b>SEO Strategy</b>	means the Search Engine Optimisation Strategy agreed between BT and the Customer in accordance with paragraph 3.11 (b) above.
<b>Search Engine Optimisation</b>	a range of activities agreed between BT and the Customer designed to increase the prominence of the Customer's Website across Internet Search Engines where matching Keywords are used by Users.
<b>User</b>	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 .
<b>Welcome to Service Call</b>	means the telephone call described in paragraph 3.11 above which, subject to the receipt of the initial payment as set out in paragraph 4.2 above, will be made by BT over the first four days from the Service Start Date. BT will attempt to contact the Customer on two occasions, using the telephone numbers provided by the Customer in accordance with paragraph 3.7 above.