



# Search Marketing Schedule to the General Terms

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### In Commercial Confidence

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The Search Marketing Service

### 1 Service Summary

- 1.1 BT will provide you with a managed search marketing service ("the **Service**").
- 1.2 The Service comprises of the following components:
  - (a) the creation of a pay per click advertising Campaign ("the **Campaign**");
  - (b) the management of the Campaign; and
  - (c) statistical information on the performance of the Campaign.

### 2 Campaign Creation

- 2.1 BT will create the Campaign based on the agreed Budget. You are unable to decrease the Budget during the Minimum Period.
- 2.2 Subject to Paragraph 2.4, BT will provide you with an initial thirty (30) minute telephone consultation with a search marketing consultant ("the **Initial Consultation**").
- 2.3 BT will telephone your Nominated Number between 09:00 and 17:00 on the first Business Day after the Commencement Date to conduct the Initial Consultation. If you do not answer, BT will attempt to conduct the Initial Consultation on the following Business Day by telephoning your Nominated Number between 09:00 and 17:00. If you do not answer, BT will telephone the Nominated Number for a final time on the next Business Day between 09:00 and 17:00.
- 2.4 Should BT be unable to contact you on the third attempt, BT will suspend your Order for two (2) Business Days to allow you to contact BT. If you do not contact us within those two (2) Business Days:
  - (a) you will irrevocably lose your entitlement to the Initial Consultation; and
  - (b) BT will proceed with the Campaign based on the information you provided when placing the Order.
- 2.5 During the Initial Consultation, BT:
  - (a) will agree any increases to your Budget up to the Maximum Commitment;
  - (b) will identify your objectives for the Campaign;
  - (c) will provide you with advice and guidance on the components of the Campaign, including the advertising content (such as the headline text and the description of the Webpage), search keywords and targeting criteria;
  - (d) confirm the components of the Campaign in line with your objectives and instructions; and
  - (e) may suggest that you set up accounts with, and use services of, third parties (such as Google Analytics or other search-engine submission services). However, you are solely responsible for procuring and managing any and all accounts and services with third parties.
- 2.6 BT cannot guarantee the availability of a specific search marketing consultant for the Initial Consultation.

### 3 Campaign Management

- 3.1 BT will design, implement and manage the Campaign. BT, at its sole discretion, will determine advertising content (such as the headline text and the description of the Webpage), search keywords and targeting criteria.

- 3.2 You authorise BT to use any or all of your Budget (minus the Management Fee) to procure Ancillary Services from third parties. BT will use reasonable endeavours to ensure the Budget is spent in accordance with your reasonable instructions and objectives.
- 3.3 BT will provide you with a thirty (30) minute telephone consultation with a search marketing consultant every three months for the duration of the campaign (“the **Quarterly Review**”).
- 3.4 BT will telephone the Nominated Number between 09:00 and 17:00 on the next Business Day after each third month anniversary of the Commencement Date for the duration of the Term. If you do not answer, BT will send an email to the email address registered on your account to inform you of the unsuccessful attempt to contact you. The email will include BT’s contact details should you wish to make contact with BT to conduct the Quarterly Review. If you do not contact BT using the contact details provided in the email within five (5) Business Days from the date of the email, the Quarterly Review will be cancelled
- 3.5 During the Quarterly Review, BT will:
- (a) review the performance of the Campaign with you;
  - (b) confirm whether you are receiving monthly performance reports;
  - (c) discuss and agree any changes to the Campaign, including to the advertising content, search keywords and targeting criteria; and
  - (d) confirm the Webpage and customer contact details remain correct.
- 3.6 In addition to the Quarterly Review, BT will provide you with access to a designated helpdesk where you can ask for, and BT will use reasonable endeavours to provide, advice and support on, and or amendments to, your Campaign (“**Helpdesk Support**”). Any amendments to your Campaign may affect the Budget and the corresponding Charges. BT will discuss and agree these with you, either in writing or by verbally, before making any requested amendments to the Campaign.
- 3.7 The Helpdesk Support is available between the hours of 09:00 and 17:00 on Business Days. You are entitled to sixty (60) minutes of Helpdesk Support per month for the duration of the Campaign. Any unused minutes of Helpdesk Support are lost at the end of the month and shall not roll into the next month. BT reserves the right to refuse to provide or charge you for any Helpdesk Support that you request in excess of sixty (60) minutes per month at a rate of £100 per hour.
- 3.8 BT cannot guarantee the availability of a specific search marketing consultant for the Quarterly Review or the Helpdesk Support.

## 4 Campaign Performance

- 4.1 BT will email a monthly campaign performance report (the “**Campaign Performance Report**”) to the email address which you nominated when placing the order.
- 4.2 The Campaign Performance Report will be sent to you in PDF format. You are solely responsible for ensuring you can receive, open and read PDF documents.
- 4.3 The Campaign Performance Report will include data on advertising costs, Clicks and Impressions.

## 5 Associated Services

- 5.1 The Service operates by directing internet traffic to a specific URL address, which is nominated by you (“the **Webpage**”). You are solely responsible for ensuring the Webpage is publically accessible for the duration of the Campaign. BT has

no responsibility for the Webpage or its availability. BT will not refund any of the Charges if the URL becomes unavailable for any reason.

- 5.2 You must ensure that all content on the Webpage (including text, images and advertising information) conforms to any and all terms and conditions, policies, standards, specifications and technical requirements adopted by the Internet Search Engine.
- 5.3 As part of the Service, we may use Ancillary Services from third parties, including Google. We will provide you with information on such Ancillary Services as part of the Initial Consultation and Quarterly Review. If you would like more information, you can find out more about Google’s products using the following link <https://ads.google.com/home/>. Alternatively you can contact our Helpdesk Support who can provide you with any information you request and answer any questions you may have.

**6 Charges**

- 6.1 A percentage of the Budget will be spent on advertising. The remaining percentage will constitute BT’s Management Fee for providing the Service. The respective percentage amounts vary according to the size of your Budget. The percentage amounts are shown in Table 1 below:

Monthly Budget	Percentage allocated to advertising spend	Percentage allocated to BT’s Management Fee
£100 – £999.99	60%	40%
£1,000 - £5,000	70%	30%

**7 Specific Terms**

**7.1 Changes to the Contract**

- 7.1.1 BT may amend the Contract (including the Charges) at any time by either:
  - (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
  - (b) by giving Notice to you.
- 7.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 7.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 17 of the General Terms within:
  - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.1.1(a); or
  - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 7.1.1(b).

### 7.2 Minimum Period of Service

- 7.2.1 The Service is subject to a three month Minimum Period. At the end of a Minimum Period the Service will continue until terminated by either party in accordance with paragraph 7.4 of this Schedule and Clause 25 of the General Terms.
- 7.2.2 During the Minimum Period, you cannot reduce the Budget.

### 7.3 Minimum Commitment

- 7.3.1 Your monthly Budget must be at least £100 (“the **Minimum Commitment**”). Your monthly Budget must not exceed £5,000 (“the **Maximum Commitment**”). BT may change the Minimum Commitment and Maximum Commitment at any time on 30 days’ written notice.
- 7.3.2 Subject to paragraph 7.2.2 of this Schedule, you can change your monthly Budget at any time on five (5) Business Days’ written notice. Any change will have effect from the start of the next billing period.

### 7.4 Termination and Suspension

- 7.4.1 For the purpose of Clause 17 of the General Terms, either of us may, subject to this Paragraph 7.4, at any time after the Service Start Date and without cause, terminate the Service by giving Notice to the other.
- 7.4.2 If the Notice is received by the recipient at least fourteen (14) clear days prior to the end of the Minimum Period, the Agreement will cease at the end of the Minimum Period. If the Notice is received less than fourteen (14) clear days before the end of the Minimum Period, the Agreement will end at the end of the next billing month and you will have to pay the Budget until the end of the Agreement.
- 7.4.3 After the Minimum Period, if the Notice is received by the recipient at least fourteen (14) days prior to the end of the current billing month, the Agreement will end at the end of that billing month. If the Notice is received by the recipient less than fourteen (14) days before the end of a billing month, the Agreement will end at the end of the next billing month and you will have to pay the Budget until the end of the Agreement.
- 7.4.4 BT may terminate the Service on one (1) Business Day notice, where a third party alters the terms and conditions upon which it supplies the Ancillary Services to BT. In the event of BT terminating the agreement pursuant to this Clause 7.4.4, it will refund to you any unspent Budget and a proportion of the Management Fee attributable to the unspent Budget.
- 7.4.5 BT may suspend the provision of the Service for up to thirty (30) Business Days in the event that a third party alters the terms and conditions upon which it supplies online search marketing tools to BT.
- 7.4.6 BT may, at any time and without prior notice, suspend the Service indefinitely if BT determines, in its sole discretion, that the content of the Webpage violates or is inconsistent with the policies, standards, specifications or technical requirements adopted by the Internet Search Engine. If any such event occurs, you will still have to pay all Charges.
- 7.4.7 You may suspend the Service on written Notice once every three months for up to fourteen (14) Business Day for any reason. BT will suspend the Service within five (5) Business Days of receiving the written Notice from you. The Service will recommence automatically after fourteen (14) Business Days from the date of suspension, unless you request in writing that the Service recommences earlier. If you request the Service

recommences at an earlier date, BT will recommence the Service within five (5) Business Days of receiving a request to recommence the Service.

## 7.5 Invoicing

- 7.5.1 BT will invoice you for, and you will pay, the agreed Budget. The Budget includes the cost of any search marketing tools, Ancillary Services and BT's Charges.
- 7.5.2 Unless agreed in writing, you will pay BT for any third party costs before BT procure any third party services on your behalf.

## 7.6 Termination Charges

- 7.6.1 If you terminate the Contract or the Search Marketing Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
  - (a) all outstanding Charges; and
  - (b) all payments which are due and payable under the Contract.
- 7.6.2 If you terminate during the Minimum Period of Service you will pay the Management Fee due for the remainder of the Minimum Period in addition to the charges at paragraph 7.6.1.
- 7.6.3 BT may deduct any and all sums payable to it under Paragraphs 7.9.1 and 7.9.2 from the Budget which has been paid to it prior to purchasing Ancillary Services.
- 7.6.4 If you terminate the Contract or the Service for convenience in accordance with Clause 17 of the General Terms, BT will retain and shall not refund any unused Budget.

## 7.7 General

- 6.7.1 BT may refuse to accept your requests to use specific keywords.
- 6.7.2 In providing the Service, BT does not guarantee any number of completed impressions, transactions or clicks will be delivered as a result of a search performed on an Internet Search Engine.
- 6.7.3 The Service is provided solely for your own use and you may not resell, or attempt to resell it (or any part of it) to anyone else.

## 7.8 Amendments to the General Terms

- 7.8.1 Clause 7.1 of the General Terms is deleted.
- 7.8.2 Clause 22.4 of the General Terms is deleted and replaced with the following:

*"Other than for those matters set out in Clause 22.2 and Clause 22.5, in relation to each Service, the total liability of either of us, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the lesser of:*

*22.4.1 £10,000; and*

*22.4.2 an amount equal to the monthly Budget that was paid or was payable by you in the month during which the incident giving rise to a claim first arose, multiplied by two (2).*

7.8.3 Clause 25.2 of the General Terms is deleted and replaced with the following:

*“Notices to:*

*25.2.1 you must be sent to your current registered address or any other address or email address that you give to BT.*

*25.2.2 BT must be sent to BT’s registered address or by email to [advertising@bt.com](mailto:advertising@bt.com)”.*

7.8.4 Clause 31 of the General Terms is deleted.

All other terms in the General Terms will continue to apply un-amended.

## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT will:

- 8.1.1 provide you with contact details for the Helpdesk Support;
- 8.1.2 agree a Budget for the Campaign with you; and
- 8.1.3 set up the Campaign based on your instructions.

#### 8.2 During Operation

On and from the Service Start Date, BT will:

- 8.2.1 provide each of the Service Components with reasonable care and skill; and
- 8.2.2 use commercially reasonable endeavours to procure any search marketing tools in accordance with your instructions; and
- 8.2.3 manage the advertising of the Webpage through the Internet Search Engine.

### 9 Your Obligations

9.1 When ordering the Service you must provide BT with accurate and up to date information.

9.2 On and from the Service Start Date, you will:

- (a) ensure and confirm information you provided to BT is and remains accurate and up to date;
- (b) maintain the Webpage; and
- (c) ensure that all content on the Webpage (including text, images and advertising information) conforms with all terms and conditions, policies, standards, specifications and technical requirements adopted by the Internet Search Engine.



Part C – Service Levels

**10 SERVICE CARE LEVELS**

10.1 There are no Service Levels for this Service.

## Part D – Defined Terms

### 11 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

**“Ancillary Services”** means any and all services procured by BT from a third party in relation to the Campaign, including Google Adwords.

**“Budget”** means the agreed total monthly budget for your Campaign inclusive of advertising costs, the cost of Ancillary Services and BT’s Management Fee.

**“Campaign”** means the pay per click search marketing advertising campaign referred to at Paragraph 1.2 above.

**“Campaign Performance Report”** means the report referred to at Paragraph 4.1 above.

**“Clicks”** mean the number of times an end user has selected the Webpage from the results page of an Internet Search Engine.

**“Commencement Date”** means the date upon which your Order is accepted by BT.

**“EU”** means European Union.

**“General Terms”** means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Contract.

**“Helpdesk Support”** means the support provided by BT as described in paragraph 3.6 above.

**“Impressions”** means a count of how often your advert has appeared on a results page of an Internet Search Engine

**“Initial Consultation”** means the initial thirty minute telephone consultation with a search marketing consultant referred to at paragraph 2.2 above.

**“Internet Search Engine”** means any internet search engine used as part of the Campaign.

**“Management Fee”** means BT’s charges for the service as set out at paragraph 6.1 above.

**“Maximum Commitment”** means the maximum permitted Budget.

**“Minimum Commitment”** means minimum permitted Budget to receive the Service.

**“Minimum Period”** means a period of three (3) consecutive months beginning on Commencement Date, unless set out otherwise in any applicable Order.

**“Nominated Number”** means the telephone number you have nominated as the contact telephone number for your account.

**“Quarterly Review”** means the review referred to at paragraph 3.2 above.

**“Service”** means the online search marketing service referred to at Paragraph 1 above.

**“Service Level”** means each of the On Time Delivery Service Level, the Availability Service Level, the Network.

**“Webpage”** has the meaning given to it in Paragraph 5.1 above.