

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service provides the Customer with access to a range of online marketing services comprised of SEO options, PPC options, and other ancillary services all as described online at <http://business.bt.com/domains-and-web-hosting/marketing/search-smart>. It does not include the provision of any BT Equipment or other equipment or any other BT service.
- 1.2 The Service may be ordered by telephoning the number set out at <http://business.bt.com/domains-and-web-hosting/marketing/search-smart/>. Except where explicitly stated at this online address, each option may be ordered separately from the other.
- 1.3 This Contract applies to each of the Service options described in paragraph 1.1.

Service Start Date

- 1.4 By ordering the Service, the Customer agrees that the date the Service is first successfully provisioned and goes live is the Service Start Date.

Minimum Period

- 1.5 Except for those ancillary services referred to in paragraph 1.1 that are specifically stated as being provided on a one off basis, the Service will have a minimum period of three months (Minimum Period) from the Service Start Date.
- 1.6 If during the term of the Contract the Customer re-grades from one Service option to another, a new Minimum Period of three months from the date of the order for the re-grade will automatically commence, but BT will not apply any one off set up charges.

Google Analytics Ancillary Service

- 1.7 As part of the Google Analytics (GA) ancillary service the Customer can opt for BT to implement GA code on the Customer Website. Implementation of GA code is only available where the Customer allows BT access to the Customer Website code in order to upload or modify pages on the Customer Website. A maximum of 20 pages can be uploaded or modified.

2. SERVICE LEVELS

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

Service Support

- 2.2 Support will be provided by BT through a dedicated ticket based request system available through the SearchSmart portal at <http://searchsmart.bt.com>. BT will advise Customers selecting SEO option 2 and PPC of a dedicated 0800 number for the provision of support.

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 is responsible for maintaining a Customer Website at the address provided to BT when applying for the Service. The Customer will be responsible for updating the Customer Website on an ongoing basis and immediately notifying BT if the address of the Customer Website changes.

- 3.3 The Customer must ensure that all content on the Customer Website (including text, images and other advertising information provided by the Customer) conforms at all times and in all respects with the terms and conditions, policies, standards, specifications or technical requirements adopted by any Internet Search Engine. The Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party due the Customer's breach of the terms and conditions, policies, standards, specifications or technical requirements of any Internet Search Engine. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.
- 3.4 BT will:
- (a) provide the Service based on the information submitted by the Customer at the time of order placement; and
 - (b) manage advertising of the Customer Website through Internet Search Engines appropriate to the localities selected by the Customer on application.

SEO

- 3.5 As part of the Service BT will provide a 30 minute telephone based consultation. Additional consultation sessions can be purchased as set out at <http://business.bt.com/domains-and-web-hosting/marketing/search-smart/> BT cannot guarantee the availability of a particular consultant for any additional consultations ordered.
- 3.6 In order for BT to provide the consultation the Customer will be required to provide when registering for the Service:
- (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.
- 3.7 Consultation appointments are not available to Customers calling into BT and are only available during the agreed consultation appointment times.
- 3.8 BT will email the Customer with confirmation of the appointment for the consultation and will call the Customer at the agreed time.
- 3.9 If BT is unable to contact the Customer as set out in paragraph 3.8 BT will call the alternative number provided by the Customer. If this fails, BT will leave a voice mail message and an email will be sent to the Customer to arrange an alternative consultation appointment.
- 3.10 Should the second attempt at a consultation fail BT will cancel the consultation but will proceed with providing the campaign elements of the Service.
- 3.11 As part of the consultation BT may suggest that the Customer set up accounts and use services provided by third parties (such as Google Analytics or search-engine submission services). These services may require the Customer to accept additional terms and conditions with that third party.

4. CHARGES

General

- 4.1 The Customer must pay the Charges for the Service. The Charges are set out in the Order Form.
- 4.2 Subject to paragraph 4.3, the Customer agrees to pay 100% of the charges at the time of order placement.
- 4.3 Payment for the Service set up charge and the first months charges must be made at the time of order placement using a valid credit card or debit card or as an additional billing item on the Customers next BT

Business bill. Where payment is made by a valid credit or debit card, the Customer agrees to pay 100% of the Service set up charge and the first months charges at the time of order placement and authorises further monthly payments being taken as recurring scheduled payments against the Customer's credit or debit card. Where the Charges are added as a billing item to the Customers BT bill, payment is due within 28 days of the date of BT's bill.

- 4.4 Where the Customer has ordered the Service as a result of a referral from GBBO, the Customer agrees to pay 100% of the Service set up charge and the first three months charges at the time of order placement using a valid credit card or debit card and authorises further monthly payments being taken as recurring scheduled payments against the Customer's credit or debit card.
- 4.5 Where the monthly charges are a fixed payment, the Customer will be advised of the value of the recurring monthly payments and the dates on which they will be collected at the time of order placement. BT will provide advance notification if either the value or date of collection of these payments change.
- 4.6 Where the monthly payments are variable, BT will normally provide 10 working days advance notification of the payment to be collected.
- 4.7 Payments for the Service will appear on any itemised statement provided by your bank as "BT Websites". BT will send receipt of payment electronically to the e-mail address supplied by the Customer.
- 4.8 The Customer is responsible for maintaining a valid card recurring mandate for the duration of the Contract and for advising BT if there is any change to the card details from which payment should be collected by contacting BT at customerservices@btsearchsmart.com. The Customer may cancel its authorisation for BT to take recurring payments at any time by contacting BT at the same online address.
- 4.9 Where BT is unable to collect payment BT will contact the Customer via email and/or telephone. BT may suspend the Service until payment is received.
- 4.10 Clauses 4.9 and 4.10 of the Conditions will not apply to this Service.

PPC Charges

- 4.11 The PPC charges set out in the Order Form set out the minimum monthly spend the Customer can commit to and is inclusive of a management fee (Monthly Commitment). The management fee is:

For orders referred via GBBO – 30% of the monthly spend subject to a minimum fee of £35
For monthly spend of up to £2000 – 40% of the monthly spend subject to a minimum fee of £30
For monthly spend of over £2000 - 40% of the monthly spend for the first £2000 and 10% of the remaining monthly spend over £2000.
- 4.12 The Customer will be charged on a monthly basis for each Click delivered (as recorded by the Internet Search Engine). This charge will be used to calculate the management fee to be added for that month, and the two combined to arrive at the Customer's spend for that month (Actual Monthly Spend). The charge per Click will vary depending upon Keywords, and will be as set out in the Customer's password protected portal at <http://searchsmart.bt.com>.
- 4.13 The Customer's Actual Monthly Spend will be deducted from the Monthly Commitment. If the Actual Monthly Spend does not exceed the Monthly Commitment then the difference will be carried over and added to the next months Monthly Commitment. This then becomes the new Monthly Commitment.
- 4.14 Subject to paragraph 4.15 below, on the ending of this Contract BT will refund the Customer any unspent portion of its Monthly Commitment less an administration fee of £15 (excluding VAT).

Termination Charges

- 4.15 If the Customer terminates this Contract during the Minimum Period, the Customer must pay BT the remaining charges that would have been payable by the Customer for the remainder of the Minimum Period.

5. ADDITIONAL CONDITIONS

General

- 5.1 The Customer Website must be in the English language.
- 5.2 If the URL or Customer Website link is removed by anyone other than BT, the Customer will not be entitled to any refund of Charges paid for the Service.
- 5.3 BT reserves the right not to accept Customer requests for specific Keywords 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.
- 5.5 The Customer acknowledges and accepts that in providing the Service BT may hold data relating to the Customer on servers based outside of the United Kingdom, but where BT does so, such data will be held in accordance with all relevant data protection legislation. The Customer consents to such data being held outside of the United Kingdom.
- 5.6 BT may, at any time and without prior notice to the Customer, terminate or suspend the Service if BT determines, in its sole discretion, that the content of the Customer Website violates or is inconsistent with the policies, standards, specifications or technical requirements adopted by any Internet Search Engine. In the event this occurs, the Customer will remain responsible for payment of all charges.
- 5.7 Where BT provides the Customer with access to the Google AdWords Program (the Program) as part of the Service the Customer acknowledges and agrees that its use of the Program will be governed by the policies, terms and conditions applicable to it (as such policies, terms and conditions may change from time to time) set out at <https://adwords.google.com/select/tsandcsfinder> (the "AdWords Ts and Cs"). In the event that the Customer carries out an act or omission which causes the Customer to be in breach of the AdWords Ts and Cs, BT may choose to terminate or suspend the Customer's AdWords account in accordance with the AdWords Ts and Cs. In addition, the Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party due to the Customer's breach of the AdWords Ts and Cs. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.

Limits of Liability

- 5.8 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 three months of a campaign going live.
- 5.9 In provision of the Service BT is not liable for:
- (a) any alteration to the Customer Web Site 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.

- 5.10 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.
- 5.11 The Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party due to the Customer's breach of any third party's Intellectual Property Rights. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.

6. DEFINITIONS

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

Charges	means the charges for the Service which are set out in the Order Form.
Click(s)	means when a User selects the link specified by the Customer and "clicks" the mouse on the link with the intent of being hyperlinked to the Customer Website. The Click is recorded when the User clicks on link and that event is logged by the Internet Search Engine provider on its server logs.
Conditions	means the Conditions for BT Business Services which are made available at http://www.websites.bt.com/terms (or any other on-line address that BT may advise the Customer).
Customer Website	means the website linked to by the URL submitted or otherwise provided by the Customer on application for the Service.
GBBO	means Get British Business Online which is an initiative as set out at http://www.gbbo.co.uk/ to help customers create their first 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.
Keyword(s)	means a word which BT will advertise on Internet Search Engines on behalf of the Customer and which is generated from the content of the Customer Website and representative of such content.
Order Form	means the order form provided to the Customer that sets out the details of the Service to be undertaken by BT and the associated Charges.
PPC	means pay per click.
SEO	means Search Engine Optimisation.
URL	means Uniform Resource Locator which is the full address for a website.
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 Website.