



Contract for BT Directories Advertising Services

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Schedule 1: - Service Schedule for The Phone Book

1. Service Description

The Phone Book is a series of printed directories consisting of approximately 168 editions, each covering a distinct geographic area of the United Kingdom and distributed to the majority of homes and businesses in the United Kingdom. Each edition contains Free Line Entries and Advertisements relating to subscribers of telephone services arranged into Business and Residential A-Z sections and a classified section containing Advertisements in a variety of formats organised into Classifications. Each edition of The Phone Book is intended to promote businesses relevant to the geographical area covered by that edition. The Customer may advertise in as many editions as required.

(a) Advertisements published in The Phone Book cannot be cancelled; and

(b) errors and omissions in Advertisements published in The Phone Book cannot, except in exceptional circumstances, be corrected until publication of the next edition of that Phone Book.

4.2 The Phone Book is generally published every 12 months but old editions of The Phone Book may remain in circulation and BT does not give or make any warranty, condition or undertaking as to the duration or the circulation life of any edition of The Phone Book.

2. Service Implementation

4.3 Banner Ads

2.1 Provided that Acceptance occurs before the Copy Close Date for the relevant edition of the Phone Book, BT will publish the Advertisement in the next edition of the Phone Book specified by the Customer on the Order Form.

(a) Banner Ads are a number of identical Advertisements, each spanning the width of a printed page, distributed throughout an edition of the Phone Book.

2.2 Once BT has accepted your Order you will be provided with a Welcome Pack that includes important information about your Order. The Welcome Pack will include the process to be followed to ensure that your Advertisement is printed correctly and in a timely manner.

(b) BT will place Banner Ad(s) throughout the Business and Residential A-Z sections of The Phone Book at its sole discretion.

2.2 BT will re-publish Advertisements in subsequent editions of the relevant Phone Book unless modified or cancelled by the Customer.

(c) BT undertakes to ensure that Banner Ad(s) will appear approximately once on every ten pages of The Phone Book.

3. The Customer's Responsibilities

4.4 Loose Inserts

3.1 The Customer must:

(a) provide all text, graphics and photographs to be used in the Copy Details in accordance with the Technical Specification and by such date as BT may advise.

(a) Loose Inserts are separate pre-printed Advertisements inserted within the wrapping of a Phone Book prior to distribution.

(b) ensure that the Copy Details do not infringe the terms of any legislation, including any regulations or orders and any other obligation imposed by law including bye laws, the British Code of Advertising Practice, Sales Promotion and Direct Marketing and any other applicable codes or infringes the rights of any third party.

(b) The Customer is responsible for the production and printing of Loose Inserts in accordance with the terms of the Contract and the BT Advertising Policies. BT reserves the right to reject any Loose Insert that does not comply with the provisions of clause 3 of the Conditions.

4. Additional Conditions

4.1 The Customer acknowledges that:

(c) The Customer agrees to package, label and deliver pre-printed Loose Inserts in the correct quantities, by the requested date and to the correct destination, in compliance with any delivery specification provided to the Customer by BT upon Acceptance of

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the Customer's request for the service.

4.7

Headline Banner

- (d) Failure to comply with 4.4(c) above may result in BT rejecting Loose Inserts. In this case, the charges for the Loose Inserts as set out on the Order form will still remain payable to BT.
- (e) Any quantity of Loose Inserts supplied by the Customer in excess of the amount specified on the Order Form will be disposed of in accordance with BT's recycling policy.

(a) Headline Banners are only available in some Phone Books which are published prior to 30th November 2010. Where Headline Banners are available the following provisions will apply.

(b) Headline Banner is an identical Advertisement which appears within the heading banner on either each right hand or left hand page throughout the Classified, Business A-Z and Residential A-Z sections of The Phone Book.

4.5 Bound Inserts

- (a) Bound Inserts are Advertisements that appear as additional pages to the actual numbered pages that comprise The Phone Book.
- (b) The Customer accepts that BT will have the right to determine where Bound Inserts appear in the Phone Book.
- (c) BT will accept no liability whatsoever for any mistakes contained in the Bound Inserts and furthermore will not accept Bound Inserts where the artwork has not been submitted before the Copy Close Date.

(c) BT will ensure that the Headline Banner will appear on either every right hand or left hand page throughout the Classified, Business A-Z and Residential A-Z sections of the Phone Book.

(d) The Customer acknowledges and accepts that there is a place in the reservation list of customers for Headline Banners and that if the Customer is offered the opportunity of having or renewing a Headline Banner, the Customer may exercise a right of first refusal within seven days of being offered the Headline Banner opportunity.

4.6 Premium Positions

- (a) Premium Positions are Advertisements that may appear on the inside front cover, inside back cover, outside front cover or outside back cover of The Phone Book and may also include Loose Inserts, Bound Inserts and Banner Ads.
- (b) The Customer agrees to pay the price stated on the Order Form for the Premium Positions.
- (c) BT will accept from the Customer the artwork provided for the Premium Positions on condition that it complies with the BT Advertising Policies and the Technical Specification.
- (d) The Customer acknowledges and accepts that there is in place a reservation list of customers for Premium Positions and that if the Customer is offered the opportunity of having or renewing a Premium Position, the Customer may exercise a right of first refusal within seven days of being offered the Premium Position(s) opportunity.

4.8

Sponsored Headings

(a) Sponsored Headings are branded sponsored Advertisements which will appear directly below the classification heading concerned in the Classified section of The Phone Book.

(b) Sponsored Headings are not available within the Menu Guides (Hair & Beauty, Restaurants, Takeaways, Leisure, Sport & Tourism) in the Classified section of The Phone Book.

(c) Only one Sponsored Heading can appear for each classification in the Classified section of The Phone Book.

(d) The Customer acknowledges and accepts that there is a place in the reservation list of customers for Sponsored Heading and that if the Customer is offered the opportunity of having or renewing a Sponsored Heading, the Customer may exercise

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a right of first refusal within seven days of being offered the Sponsored Heading opportunity.

4.9 2 Page Menu Advertisement

- (a) 2 Page Menu Advertisement is a two page Advertisement which is only available within the Menu Guides (Hair & Beauty, Restaurants, Takeaways, Leisure, Sport & Tourism) of the Classified section of The Phone Book.
- (b) Whilst BT will ensure that the 2 Page Menu Advertisement will appear in the order supplied by the Customer, BT cannot guarantee that the 2 Page Menu Advertisement will start on a right hand page or a left hand page of The Phone Book.

5. Minimum Period

The Minimum Period for each Advertisement appearing in an edition of The Phone Book is the period from the date of publication of that edition of The Phone Book until the date on which that edition is re-published.

6. Definitions

In this Service Schedule the following terms have the meanings shown next to them.

Classification	The set of classifications by which BT arranges Advertisements into different business types within Advertising Media.
Copy Close Date	40 working days (Mondays to Fridays excluding Public and Bank Holidays) before the proposed date of publication of an edition of The Phone Book.
Free Line Entry	The text only entry featuring a business or individual's name, address and telephone number which is entered into the Business or Residential A-Z of the Phone Book free of charge to the subscriber of a telephone line.

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Schedule 2: - Service Schedule for Online Services

upgrade the Free Line Entry to an Enhanced Listing.

1. Service Description

A range of Services that provide prominence, by position or appearance, of an Advertisement presented as part of the results of a search carried out of online Advertising Media using criteria entered by a User. The Services available are:

(a) Web Clicks

A managed online advertising service which provides the Customer with an advertising presence on Internet Search Engines and/or other websites and delivers a guaranteed number of Clicks per annum to a Customer Website, backed by a money-back guarantee, for a fixed charge. The Service utilises Keywords generated in response to the Customer's chosen business Classification and the content of the Customer Website to produce search results most relevant to a User's requirements and provides a link to the Customer Website.

(b) Web Clicks Plus

A performance based online advertising service for small to medium sized businesses. The Service provides Customers with a guaranteed number of Contacts per annum, backed by a money back guarantee, for a fixed charge. The Service operates by placing Advertisements on BT Directory Sites, other major Internet Search Engines and Partner Sites. Contacts are generated by placing the Advertisement:-

- (i) as frequently as necessary at the top of the results list for relevant searches on BT Directory Sites;
- (ii) as appropriate on major Internet Search Engines for relevant Keywords; and
- (iii) as appropriate on Partner Sites;

to deliver the required number of Contacts.

(c) Enhanced Listings

An online advertising service that is an enhancement to the Customer's Free Line Entry or an entry in additional Classification. There is an upfront fee to

2. Service Specific Details

The features, implementation, Service specific responsibilities of either BT or the Customer, Service specific additional conditions and the Minimum Period for each Service are set out in the Appendices to this Service Schedule 2.

3. Definitions

In this Service Schedule and the Appendices to it, the following terms have the meanings shown next to them.

BT Directory Sites

The various web pages hosted by BT Group Companies, including but not limited to those at <http://www.bt.com/thephonebook>, which includes a facility that searches a database in response to specific search criteria entered by a User and presents results which best match those criteria.

Call Free Button

A facility activated by clicking on a link from a web page that sets up a telephone call between a User and the Customer at no cost to the User.

Classification

The set of classifications by which BT arranges Advertisements into different business types within Advertising Media.

Click

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 the link and that event is logged by the Internet Search Engine provider on its server logs.

Contact

Any Click from a BT Directory Site to the Customer Website or Clicks seeking further information about the business on a BT Directory Site, or (for Web Clicks Plus) Clicks on Internet Search Engines or from a Partner Site or calls using the Call Free Button or Metered Number shown on the listing. Note that multiple identical Clicks from the same user in a

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single session at the same PC will only count as one click. Where a customer clicks a link on an Advertisement and then dials the Metered Number displayed on the same Advertisement, this will count as two Contacts.

The Contacts that are counted are:

Clicks to the Customer Website;

Calls to the advertiser via a Call Free button;

Calls to the Customer monitored via the Metered Number;

Clicks on the "email" the business link;

Clicks on the "text" the business" link;

Clicks on the "Maps and directions" link;

BT reserves the right to add new types or remove existing types of Contact.

Metered Number

Internet Search Engines on behalf of the Customer and which is generated from the content of the Customer Website and representative of such content.

A monitoring tool in the form of a telephone number used within the content of an Advertisement to enable BT to measure the volume of calls made to a Customer generated by that Advertisement.

Partner Site

A website which has a commercial arrangement in place with a Internet Search Engine Provider to publish Advertisement(s) on that website.

The Phone Book Online

An online search facility located at www.bt.com/thewhonebook that searches a database of Free Line Entries in response to specific search criteria entered by a User and presents results (which may include Web Clicks Plus Advertisements) which best match those criteria.

Priority Listing

A Web Clicks Plus Advertisement which is placed in a prominent position near the top of a set of results of a BT Directory Site.

User

A person carrying out a search on the Phone Book Online, a BT Directory Site or an Internet Search Engine using words matching a Keyword or browsing a Partner Site who then initiates a Contact

Working Day

Monday – Friday, 8.00am – 5.00pm excluding Public and Bank holidays.

Customerstreet Site

A website (and functionality to enable a customer to update and add pages to the website) using a domain name chosen by the customer and featuring limited content.

Customer Website

The website linked to by the URL submitted or otherwise detailed by the Customer on the Order Form.

Free Line Entry

The text only entry featuring a business or individual's name, address, Classification and telephone number which is entered into the A-Z and/or classified sections of the Phone Book Online free of charge to the subscriber of a telephone line.

Hotspot

One of approximately 900 geographic areas covering the United Kingdom used in online Advertising Media to produce results relevant to the User's search criteria.

Internet Search Engine

Any online facility which allows an internet user to search for website content containing words or phrases selected by the internet user and be presented with hypertext links to such content.

Keyword

A word which BT will advertise on

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APPENDIX 1. WEB CLICKS

1. Service Features

- (a) Web Clicks is a fully managed service that requires a Customer Website.
- (b) The Customer does not need to calculate Keywords, decide which Internet Search Engine to use or bid for advertising priority.
- (c) There are various Service packages available offering different guaranteed numbers of Clicks per year.
- (d) The Customer can request changes to its Keywords up to 5 times per year. Requests are to be made by email to btwebclicks@bt.com.
- (e) The Click response is backed by a money back guarantee. If the number of Clicks delivered falls short of the number purchased, BT will refund a percentage of the charge paid based on the actual shortfall in Clicks.
- (f) Charges vary by Classification and are based on the total number of Clicks that the Customer orders per year, but the number of Clicks received in each month may vary.
- (g) Clicks generated for Classifications are grouped into charging tiers. Where the Customer selects multiple Classifications spanning several charging tiers in a single Advertisement, all Clicks will be charged at the highest applicable charge tier rate.

2. Service Implementation

Once BT has accepted the Customer's request for the Service, BT will generate Keywords and select appropriate geographic areas for advertising. The Service Start Date will be the date on which the Customer receives a welcome e-mail.

3. Statistics

BT will provide monthly statistics detailing the number of Clicks received (as recorded by BT) during the preceding month. Statistics will be provided in an electronic form.

4. The Customer's Responsibilities

4.1 The Customer must:

- (a) maintain a Customer Website at the address provided to BT on the Order Form;
- (b) have a valid email account with any installed content or anti-spam filters configured so as to allow normal receipt of messages from the following e-mail address: btwebclicks@bt.com; and
- (c) immediately notify BT if the address of the Customer Website changes.

4.2 The Customer Website address specified by the Customer on the Order Form or as subsequently updated by the Customer must:

- (a) resolve to an operational web page (it should not generate error messages such as "File not Found.");
- (b) not require a username, password, cookie or other authentication in order to be accessible;
- (c) not be on a secure server (i.e. https);
- (d) not prevent the use of "spidering" or webcrawler technology;
- (e) contain visible text (not graphics only); and
- (f) contain adequate content at all times from which Keywords can be generated and to which Clicks can be delivered (as determined by BT at its sole discretion).

4.3 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 BT Web Clicks Advertiser Policy and the policies, standards, specifications or technical requirements adopted by any Internet Search Engine.

4.4 Following commencement of the Contract the Customer must not remove or otherwise modify the content of the Customer Website in such a way that the Customer Website lacks the Keywords used to generate search results on an Internet Search Engine.

4.5 Customers must not have, directly or indirectly, Pay per Click advertising campaigns on Internet Search Engines.

5. BT's Responsibilities

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BT will manage the Service through placing Advertisements on Internet Search Engines appropriate to the localities selected by the Customer on the Order Form.

Service package, but will recommence for the new Service package.

6. Additional Conditions

6.2 BT reserves the right not to accept Customer requests for specific Keywords to be used as part of the Service.

6.1 Money Back Guarantee

(a) BT will deliver the number of Clicks specified by the Customer on the Order Form within 12 months of the date on which the Service is first provided.

6.3 Subject to 6.1(b) above, BT will only deliver the specified number of Clicks stated on the Order Form. BT does not guarantee a number of completed transactions or any other results or that the Clicks delivered will be as a result of a search performed on any one specific Internet Search Engine.

(b) If, during the 12 months from the date on which the Service is first provided or any subsequent 12 month period ending on the anniversary of the date on which the Service was first provided, the number of actual Clicks delivered (as recorded by BT) is less than the number of Clicks specified by the Customer on the Order Form, the Customer will be entitled to receive a credit of an amount equal to the number of Clicks specified by the Customer on the Order Form, less the number of Clicks actually delivered (as recorded by BT) multiplied by the applicable per Click charge.

6.4 In the event that either party gives notice to end the Contract, the Customer acknowledges that Clicks may not be delivered in the 72 hour period immediately prior to the date of termination.

(c) BT will apply any credit amount due to the Customer's bill for the month immediately following expiry of the Minimum Period or its anniversary. The Customer will not be entitled to a credit for any shortfall in the number of Clicks delivered where the Contract is ended prior to the end of any 12 month period for which the Customer applied for the Service.

6.5 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.

(d) If the URL or Customer Website link is removed by anyone other than BT, the Customer will not be entitled to any refund of the charges paid for the Service.

6.6 BT may, at any time and without prior notice to the Customer, terminate or suspend the Service if BT determines, at its sole discretion, that the content of the Customer Website violates or is inconsistent with the BT Web Clicks Advertiser Policy or 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. In addition, in no event will BT have any liability to the Customer, or be obligated to provide the credit described in 6.1(b) above, if BT fails to deliver the number of Clicks specified by the Customer on the Order Form because the content of the Customer Website violates or is inconsistent with the BT Web Clicks Advertiser Policy or any policy, standard, specification or technical requirement adopted by any Internet Search Engine.

(e) There will be no entitlement to any refund under this money back guarantee in the event that the Customer fails to pay for the Service or is in breach of any of the conditions of the Contract.

(f) If the Customer upgrades its Service package to a greater value of Contacts then this guarantee is no longer valid for the initial Service package but the annual guarantee commences with the new Service package.

6.7 The Customer agrees that BT will have the right to access, index, and cache the Customer Website or any part thereof.

(g) Downgrades are permitted after expiry of the Minimum Period. In this case the guarantee no longer applies to the initial

6.8 The Customer agrees that BT will have the right to reproduce throughout the world screenshots of the Internet Search Engine Site which may include part or all of the Advertisement.

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- 6.9 The Customer accepts that BT may, from time to time, have to reformat, modify or adapt the Copy Details for the purposes of displaying or distributing it in the Advertising Media.
7. Minimum Period
- 7.1 The Minimum Period for all Service packages is 12 months.
- 7.2 If the Customer upgrades its Service package to a greater value of Contacts, the Minimum Period of the new Service package will be the remaining Minimum Period of the initial Service package.

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APPENDIX 2. WEB CLICKS PLUS

1. Service Features

- (a) Web Clicks Plus is a fully managed service. Customers may choose up to 10 Classifications relevant to their business and up to 10 Hotspot areas which BT reserves the right, at its sole option, to validate. The Customer does not need to define Keywords, nor decide which Internet Search Engine to use nor bid for advertising priority.
- (b) There are various Service packages available offering different guaranteed numbers of Contacts per year.
- (c) Where the Customer does not already have a Customer Website, the Service includes the provision of a Customerstreet Site for use as a Customer Website. The Service will also make use of a Metered Number. The Customer's use of the Customerstreet Site is subject to the standard terms and conditions for this service.
- (d) Each Advertisement includes:
- a metered number;
 - a Call Free button;
 - links to the Customer Website;
 - links to email the Customer or email Customer details to an email address;
 - links to text the Customer or text Customer details to a mobile phone;
 - a button to display a map and directions to the Customer's business address; and
 - links to Customer ratings and reviews and a bespoke Customer message.
- (e) Charges vary by Classification. Contacts generated for Classifications are grouped into charging tiers. Where the Customer selects multiple Classifications spanning several charging tiers in a single Advertisement, all Contacts will be charged at the highest applicable charge tier rate.
- (f) The Customer can request changes to Keywords up to 5 times a year. The Customer will make all such requests by email to btwebclicks@bt.com
- (g) The Service includes a Contact response backed by a money back guarantee. If the number of Contacts

delivered falls short of the number purchased, BT will refund a percentage of the charge paid based on the actual shortfall in Contacts.

- (h) Charges are based on the total number of Contacts that the Customer orders per year, but the number of Contacts received in each month may vary.
- (i) Customers can only take one Priority Listing for each URL they have.
- (j) An Advertisement on BT Directory Sites, must feature a Metered Number to enable BT to monitor calls made to the Customer or feature no number at all.

2. Service Implementation

- (a) Once BT has accepted the Customer's request for the Service, BT will generate Keywords for search engines and select appropriate geographic areas for advertising. The Service Start Date is the date on which the Customer receives a welcome e-mail.
- (b) BT will provide, if requested a list of the formats and text restrictions.
- (c) BT can change the area of a Hotspot without notice.
- (d) The Service will be activated with basic content only.
- (e) The business message displayed on a BT Directory Site is limited to 250 characters.

3. Statistics

BT will provide monthly statistics detailing the number of Contacts received during the preceding month (as recorded by BT). Statistics will be provided in an electronic form.

4. The Customer's Responsibilities

4.1 The Customer must:

- (a) have a valid email account with any installed content or anti-spam filters configured so as to allow normal receipt of messages from the following e-mail address: btwebclicks@bt.com;

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- (b) maintain a Customer Website at the address provided to BT on the Order Form;
 - (c) immediately notify BT if the address of the Customer Website changes; and
 - (d) produce any graphics used in an Advertisement.
- 4.2 The Customer Website address specified by the Customer on the Order Form or as subsequently updated by the Customer must:
- (a) resolve to an operational web page (it should not generate error messages such as "File not Found.");
 - (b) not require a username, password, cookie or other authentication to access it;
 - (c) not be on a secure server (i.e. https);
 - (d) not prevent the use of "spidering" or webcrawler technology;
 - (e) contain visible text (not graphics only); and
 - (f) contain adequate content at all times from which Keywords can be generated and to which Clicks can be delivered (as determined by BT at its sole discretion).
- 4.3 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 BT Advertising Policies and the policies, standards, specifications or technical requirements adopted by any Internet Search Engine.
- 4.4 The Customer must not remove or otherwise modify the content of the Customer Website in such a way that the Customer Website lacks the Keywords used to generate search results on an Internet Search Engine.
- 4.5 Customers must not have Pay per Click advertising campaigns on Internet Search Engines (directly or indirectly).
5. BT's Responsibilities
- 5.1 BT:
- (a) will manage the Service through use of Internet Search Engines BT Directory Sites and other websites which may vary from time to time which are appropriate to the localities selected by the Customer on the Order Form;
- (b) will provide electronic customer assistance points for Order Form completion, billing and error and omission enquiries.
 - (c) will use a Metered Number with such dialling code and number as BT may determine within the content of an Advertisement. BT may refuse to use a Metered Number to monitor calls to a telephone line that utilises certain dialling codes. BT does not guarantee to match the dialling code of the Metered Number to that of any telephone line used by the Customer. BT has no obligation to change the dialling code or number of any Metered Number once it has appeared in an Advertisement.
 - (d) may suspend or remove a Metered Number in the event that the Contract is ended and BT may re-allocate such Metered Numbers after 3 months.
 - (e) reserves the right to use an alternative supplier of Metered Numbers and to transfer any Metered Number used in an Advertisement to such alternative supplier in order to continue provision of the Service.
6. Additional Conditions
- 6.1 Money Back Guarantee
- (a) BT will deliver the number of Contacts specified by the Customer on the Order Form within 12 months of the Service Start Date.
 - (b) If, during the 12 months from the date on which the Service is first provided or any subsequent 12 month period ending on the anniversary of the date on which the Service was first provided, the number of actual Contacts delivered (as recorded by BT) is less than the number of Contacts specified by the Customer on the Order Form, the Customer will be entitled to receive a credit of an amount equal to the number of Contacts specified by the Customer on the Order Form less the number of Contacts actually delivered (as recorded by BT) multiplied by the applicable per Contact charge.

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- (c) Where the Customer is entitled to receive such a credit, the Customer may request BT to add any credit amount due to its account. Following receipt of such request, BT will apply any credit amount due to the Customer's account. The Customer will not be entitled to a credit for any shortfall in the number of Contacts delivered where the Service or the Contract is terminated prior to the end of any 12 month period for which the Customer applied for the Service.
- (d) If the URL or Customer Website link is removed by anyone other than BT, the Customer will not be entitled to any refund of the charges paid for the Service.
- (e) There will be no entitlement to any refund under this money back guarantee in the event that the Customer fails to pay for the Service or is in breach of any of the conditions of the Contract.
- (f) If the Customer upgrades their Service package to a greater value of Contacts then this guarantee is no longer valid for the initial Service package but the annual guarantee commences with the new Service package.
- (g) Downgrades are permitted after expiry of the Minimum Period, the guarantee no longer applies to the initial Service package, but will recommence for the new Service package.
- 6.2 Ratings and Reviews
- (a) BT reserves the right not to publish specific ratings and reviews.
- (b) A Customer can choose to have all rating and reviews published, or none at all. If the Customer has requested that no rating/reviews are shown, a note to this effect is shown with the Advertisement.
- 6.3 BT reserves the right not to accept Customer requests for specific Keywords to be used as part of the Service.
- 6.4 Subject to 6.1(b) above, BT will deliver the specified number of Contacts only. BT does not guarantee a number of completed transactions or any other results or that the Contacts delivered will be as a result of a search performed on any one specific Internet Search Engine.
- 6.5 In the event that either party gives notice to terminate the Contract or a Service provided under it, the Customer acknowledges that Contacts may not be delivered in the 72 hour period prior to the date of termination.
- 6.6 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.
- 6.7 BT may, at any time and without prior notice to the Customer, end or suspend the Service if BT determines, at its sole discretion, that the content of the Customer Website violates or is inconsistent with the BT Advertising Policies or 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. In addition, in no event will BT have any liability to the Customer, or be obligated to provide the refund described in 6.1(b) above, if BT fails to deliver the number of Contacts specified by the Customer on the Order Form because the content of the Customer Website violates or is inconsistent with the BT Advertiser Policies or any policy, standard, specification or technical requirement adopted by any Internet Search Engine.
- 6.8 BT may add new features at any time that may generate Contacts.
- 6.9 The Customer agrees that BT will have the right to access, index, and cache the Customer Website or any part thereof.
- 6.10 The Customer agrees that BT will have the right to reproduce throughout the world screenshots of the Internet Search Engine Site which may include part or all of the Advertisement.
- 6.11 The Customer accepts that BT may, from time to time, have to reformat, modify or adapt the Copy Details for the purposes of displaying or distributing it in the Advertising Media.
7. Minimum Period
- 7.1 The Minimum Period for all Service packages is 12 months.

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- 7.2 If the Customer upgrades its Service package to a greater value of Contacts, the Minimum Period of the new Service package will be the remaining Minimum Period of the initial Service package.

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APPENDIX 3. ENHANCED LISTINGS

1. Service Features:
 - (a) The Customer chooses which Free Line Entry they wish to enhance.
 - (b) Each Advertisement includes:
 - links to the Customer Website;.
 - a Call Free Button;
 - links to email the Customer or email Customer details to an email address;
 - links to text the Customer or text Customer details to a mobile phone;
 - a link to display a map and directions to the Customer's business address; and
 - links to Customer ratings and reviews.
2. Service Implementation

Once BT has accepted the Customer's request for the Service, the Service Start Date will be the date on which the Customer receives a welcome e-mail;
3. The Customer's Responsibilities
 - 3.1 The Customer must:
 - (a) have a valid email address; and
 - (b) produce any graphics used in an Advertisement.
 - 3.2 The Customer Website (if appropriate) specified by the Customer on the Order Form or as subsequently updated by the Customer must:
 - (a) resolve to an operational web page (it should not generate error messages such as "File not Found.");
 - (b) not require a username, password, cookie or other authentication to access it; and
 - (c) not be on a secure server (i.e. https).
 - 3.3 The Customer should enable the browser back button on the Customer Website so as to return the User to www.bt.com/thephonebook where presented within the active browser window.
 - 3.4 The Customer must ensure that all content on the Customer Website (including text, images and other advertising information provided by the Customer) conforms with the BT Advertising Policies and the policies, standards, specifications or technical requirements adopted by any Internet Search Engine.
4. Additional Conditions
 - 4.1 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.
 - 4.2 BT may, at any time and without prior notice to the Customer, terminate or suspend the Service if BT determines at its sole discretion that the content of the Customer Website violates or is inconsistent with the BT Advertising Policies. In the event this occurs, the Customer will remain responsible for payment of all charges
 - 4.3 Ratings and Reviews
 - (a) BT reserves the right not to publish specific ratings and reviews.
 - (b) A Customer can choose to have all ratings and reviews published, or none at all. If the Customer has requested that no ratings/reviews are shown, a note to this effect is shown with the Advertisement.
 - 4.4 BT may add new features at any time.
5. Minimum Period and Contract Renewal
 - 5.1 The Minimum Period for the Service is 12 months.

Contract for BT Directories Advertising Services

CONDITIONS FOR BT DIRECTORIES ADVERTISING SERVICES

1. COMMENCEMENT AND SCOPE

1.1 The Contract begins on the date BT communicates its acceptance of the Customer's order for the Service(s) and continues until ended by the Customer or BT in accordance with the Contract.

1.2 The Service commences on the Service Start Date.

2. PROVISION OF THE SERVICE

Publication and Amendment

2.1 BT will publish Advertisements using the details recorded on the Order Form and the Copy Details provided by the Customer. It is the Customer's responsibility to complete the Order Form using accurate and up to date information.

2.2 The Customer may request an amendment to an Advertisement prior to its publication in any Advertising Media. Wherever possible BT will meet the Customer's requirements, but BT does not guarantee that amendments can be made and additional charges may apply.

2.3 All communication relating to an Advertisement must be confirmed in writing.

2.4 Any date proposed by BT for publication of an Advertisement is to be treated as an estimate only and BT accepts no liability for failure to meet that date.

2.5 BT will publish an Advertisement for the Minimum Period and re-publish that Advertisement at the end of the Minimum Period and on each anniversary of the applicable Minimum Period unless cancelled by the Customer.

2.6 The Customer accepts that if it uses any changes or modifications to the Copy Details suggested by BT, those changes or modifications are authorised by the Customer, complies with the Contract and that BT shall have no liability for the Copy Details or any changes to them.

Errors and Omissions

2.7 BT will use reasonable endeavours to publish Advertisements correctly, but occasionally errors and omissions may occur. BT's liability in the event of an error or omission in an Advertisement caused by BT is set out in clause 7. Where an error or omission is caused by the Customer, charges for the Advertisement remain

payable in full by the Customer and no refund will be offered. BT may make an additional charge to correct any error or omission in such circumstances.

2.8 BT will correct errors or omissions in Advertisements appearing in Advertising Media as soon as is reasonably practical after receipt of written details from the Customer. BT undertakes to correct text only and will not make any changes to images or jpeg files.

2.9 BT will not be liable for any omission where the Customer has failed to provide BT with the Copy Details at the correct time or has provided unsuitable or unusable Copy Details.

Positioning

2.10 BT will attempt to meet the Customer's reasonable requests regarding the positioning of Advertisements in Advertising Media, but the final positioning of any Advertisement is at BT's sole discretion and BT accepts no liability in the event that an Advertisement is positioned contrary to the Customer's requirements.

2.11 BT reserves the right to expand or reduce any designated geographical area used in the provision of the Service and to publish the Customer's Advertisement using whichever designated geographical area that BT reasonably considers appropriate.

2.12 BT reserves the right to expand or reduce the scope of any Advertising Media in which an Advertisement is published in order to meet its obligations in respect of each Service as set out in the Service Schedules.

Advertisement Proof

2.13 Wherever possible, BT will, before publication of an Advertisement in The Phone Book, provide the Customer with a proof of the Advertisement as it will appear in The Phone Book. Where there is insufficient time to allow BT to issue a proof to the Customer prior to publication, the Advertisement will be published using the Copy Details provided by the Customer.

2.14 Where an Advertisement is to be published in colour, the Customer accepts that there may be minor variations in the actual colours shown in the proof of the Advertisement compared with the published version. BT accepts no liability for any minor variations in colour which may occur.

Contract for BT Directories Advertising Services

Pricing in Advertisements

- 2.15 An Advertisement which features pricing information may be considered to be misleading under consumer protection legislation if the published price is changed before an Advertisement is re-published. For this reason, the Customer agrees that it will suffix an Advertisement featuring pricing information with the statement *"Prices correct at date of print but are subject to change. Please ask for details when calling."*
- 2.16 The Customer warrants that any price featured in an Advertisement will remain fixed until not less than 28 days after the date of publication of that Advertisement.

3. USE OF THE SERVICE

Proper Use

- 3.1 The Service must not be used:
- (a) in any way that is unlawful or in contravention of any laws, statutory instruments, licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights, the guidelines of any Internet Search Engine or BT's Advertising Policies located at www.bt.com/thephonebook; or
 - (b) in any way BT considers is or is likely to be detrimental to the provision of the Service to the Customer or to any of BT's other customers.
- 3.2 BT may at any time:
- (a) refuse to publish an Advertisement, whether or not it has been previously accepted for publication in Advertising Media; or
 - (b) cancel any previously published Advertisement,
- which in BT's sole opinion:
- (a) is likely to cause annoyance, inconvenience or anxiety; or
 - (b) is offensive, abusive, indecent, defamatory, obscene or menacing; or
 - (c) is likely to be detrimental to the provision of the Service to the Customer or service to any of BT's other customers; or
 - (d) does not comply with clause 3.1 above or any additional condition set out in the Service Schedules.

- 3.3 BT may reject and will not be liable to publish an Advertisement where the Customer has failed to provide BT with the Copy Details at the correct time or in accordance with the Technical Specification.

Operational Changes

- 3.4 Occasionally, for operational reasons, BT may:
- (a) change the way BT provides the Service, provided that any change does not significantly affect the performance or functionality of the Service; or
 - (b) interrupt or suspend the Service. If this happens BT will restore the Service as quickly as possible.

Indemnity

- 3.5 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party because the Service is or has been used in breach of clause 3. 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.

4. CHARGES AND PAYMENTS

General

- 4.1 Charges for the Service are as detailed on the Order Form and calculated using the details recorded by BT.
- 4.2 BT will send bills to the address notified by the Customer to BT.
- 4.3 The Customer will be liable for all charges specified on the Order Form from the earliest Service Start Date of all Services specified on the Order Form.
- 4.4 Except where BT allows the Customer to make payment in accordance with clause 4.5, the Customer agrees to pay all charges in advance.
- 4.5 BT may allow the Customer to pay the charges by direct debit under a credit agreement. Details are available upon request. Direct debit payments are inclusive of VAT at the applicable rate.
- 4.6 If the Customer fails to honour any direct debit request on the due date, BT will be entitled to bill the Customer for any remaining payment in full including any arrears.

Contract for BT Directories Advertising Services

4.7 BT will endeavour to collect the Customers payment prior to the publication of the Customers first Advertisement, in accordance with the date specified on BT's invoice. In the event that the Customer fails to make payment, then BT reserves the right to cancel the Contract.

4.8 Except as stated in 4.5 above, all charges are exclusive of VAT which is chargeable at the applicable rate.

4.9 As part of its credit management procedures BT may at any time:

- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; and/or
- (b) carry out a credit vet of the Customer. The Customer agrees to provide BT with any information BT may reasonably require for this.

4.10 Payment is due on the date specified on the bill.

Disputed Bills

4.11 If the Customer disputes any charge on a bill the Customer will notify BT in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:

- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
- (b) more than 5% of the total bill, the Customer must pay the amount not in dispute. Also, if requested by BT, the Customer will place funds equivalent to the disputed amount into an account with a reputable bank as reasonably specified by BT, established jointly by the Customer and BT, accruing interest at a variable rate equal to that which the selected bank certifies it would normally pay to a commercial customer depositing the amount credited to such an account (escrow account).

Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

Late Payment

4.12 If BT does not receive payment by the due date, BT may charge the Customer daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank for the period beginning on the date on which payment is due and ending on the date on which payment is made.

4.13 If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest) on its behalf. If BT instructs an agency, the Customer must pay BT an additional sum. This will not exceed the reasonable costs BT has to pay the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.

4.14 If any sum owed by the Customer to BT under the Contract or any contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with BT.

5. CHANGING THE CONTRACT

5.1 BT can change the Contract (including the charges) at any time and will publish any change in line with clause 5.2.

5.2 Unless otherwise stated in the Service Schedule, BT will publish any changes to the Contract (including the charges) online at <http://www.bt.com> (or any other online address that BT may advise the Customer) as follows:

- (a) for changes that are to the Customer's significant detriment, at least one month before the change is to take effect; and
- (b) for all other changes at least one day before the change is to take effect.

6. CANCELLING OR ENDING THE CONTRACT

6.1 Except as provided in clause 6.2 below, the Customer may cancel the Service for The Phone Book up to 14 days after BT communicates its acceptance of the Customer's order, provided that cancellation occurs before the Service Start Date. The Customer must pay BT's reasonable costs incurred in getting ready to provide the Service.

6.2 The Customer may have cancellation rights under the Consumer Credit Act 1974. In such circumstances, the Contract may be cancelled in accordance with the cancellation rights specified in the relevant Legislation. Cancellations must, unless the Service allows otherwise, be made in writing to:

BT, Telephone House, PP 2ATD, 21 Ward Road, Dundee, DD1 1BA; or

by email to: opcancellations@bt.com

Contract for BT Directories Advertising Services

- 6.3 BT may cancel or end the Contract up to fourteen (14) days after the Contract begins if incorrect or misleading prices have been entered on the Order Form.
- 6.4 Once any cancellation period(s) specified in clauses 6.1 and 6.2 above has expired, the Customer will be responsible for the full cost of all Advertisements detailed on the Order Form. The Customer may end the Contract or cancel any Service or Advertisement provided under it on seven (7) days written notice to BT.
- 6.5 If, at any time after Acceptance, either party ends the Contract or cancels any Service or Advertisement provided under it then, at BT's sole option:
- (a) BT may charge the Customer the sum of £75.00 if the Contract is cancelled at any time between the end of any cancellation period(s) detailed in paragraphs 6.1 or 6.2 and the date that the Advertisement is published; or
 - (b) BT reserves the right to amend the charge(s) for the remaining Service(s) and withdraw or amend any discounts the Customer may have received under any offer(s) at the time the order was placed; or
 - (c) where cancellation or termination occurs during the Minimum Period, the Customer must pay BT the charges that would have been payable by the Customer for the remainder of the Minimum Period.
- BT will bill the Customer for any such charges or amendments to the charges, which the Customer must pay on demand. This clause will not apply if the provisions of clauses 6.1 or 6.2 apply or the Contract ends or any Service or Advertisement is cancelled because either clauses 6.6 or 9.1(c) applies.
- 6.6 The Customer may end the Contract if:
- (a) BT materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
 - (b) insolvency proceedings are brought against BT or BT makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of BT's assets or BT goes into liquidation or a corresponding event under Scottish Law.
- 6.7 BT may suspend the Service or end the Contract, or both, at any time without notice if:
- (a) BT believes that the Copy Details are unsuitable for any of the reasons stated in clause 3 of the Contract and the Customer is unwilling to change the Copy Details to the extent required to meet BT's reasonable requirements; or
 - (b) the Customer fails to provide the Copy Details within sufficient time to allow BT to prepare an Advertisement for publication; or
 - (c) the Customer breaches the Contract or any other Contract that the Customer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so. In this clause breach includes non-payment of any valid invoice by the due date; or
 - (d) BT reasonably believes that the Service is being used in a way forbidden by clauses 3.1 - 3.4. This applies even if the Customer is unaware that the Service is being used in such a way; or
 - (e) bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgement of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer's assets or the Customer goes into liquidation or a corresponding event under Scottish Law.
- The Customer will continue to pay the charges during any period of suspension.
- Consequences of ending the Contract**
- 6.8 If the Customer or BT ends the Contract or the Service during the Minimum Period the Customer will pay BT the termination charges set out in paragraph 6.5. This clause will not apply if:
- (a) the Customer ends the Contract or Service during the Minimum Period because BT is in material breach of this Contract; or

Contract for BT Directories Advertising Services

- (b) the Customer gives notice to end the Contract within three months of BT notifying the Customer of an increase to the charges or changes to the Conditions in either case to the Customer's significant detriment; or
- (d) the Contract ends because paragraph 9.1(c) applies.

- 6.9 If the Contract ends BT will refund any money owed to the Customer after first deducting any money due to BT under this Contract or any other contract that BT has with the Customer.
- 6.10 If the Contract ends BT will refund any money owed to the Customer after first deducting any money due to BT under the Contract or any other contract that BT has with the Customer.

7. LIMITATION OF LIABILITY

- 7.1 BT accepts liability as set out in the Contract.
- 7.2 Neither the Customer nor BT excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 7.3 Unless otherwise expressly stated in the Contract neither the Customer nor BT will be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure or business interruption which may arise in relation to the Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.
- 7.4 Unless otherwise expressly stated in the Contract neither the Customer nor BT will be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to the Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.
- 7.5 BT accepts liability, subject to clause 7.8 below, for reasonably foreseeable losses arising from errors or omissions in the Advertisement, on

condition that the Customer notifies BT of any errors or omissions within three (3) months of publication of the Advertisement containing the errors or omissions. The Customer acknowledges that BT reserves the right to refuse any claims brought to its attention after this date in respect of any such Advertisements.

- 7.6 The Customer accepts that where BT has undertaken all the steps set out in clause 7.8 within thirty (30) days of BT accepting responsibility for errors or omissions in an Advertisement, the Customer may then only claim for reasonably foreseeable losses up to a maximum of £5,000.
- 7.7 Where BT fails to carry out the steps set out in clause 7.8 within thirty (30) days of BT accepting responsibility for errors or omissions in an Advertisement, the Customer may then claim for all reasonably foreseeable losses up to a maximum of £25,000.
- 7.8 Where BT accepts that it has published an Advertisement containing errors or omissions caused by BT, BT agrees to take the following steps, and the Customer accepts that these steps will, for the purposes of clause 7.6, mitigate the Customer's losses.
- (a) Amend any Advertisement in Advertising Media, excluding The Phone Book.
 - (b) Put call diversion in place where the wrong telephone number is published.
 - (c) Refund in part or total the amount that has been paid by the Customer.
 - (d) Offer to republish the Advertisement in the same Advertising Media at no additional charge.
- 7.9 Clauses 7.6 and 7.7 will not apply to any obligation to pay charges or to clauses 3.7 and 8.5.
- 7.10 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause will continue to apply.
- 7.11 The Customer is responsible for reviewing whether the Customer should enter into a business continuity insurance contract.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

Contract for BT Directories Advertising Services

8.1 Except as expressly set out in the Contract, the Customer and BT do not acquire any rights or licences to the other's Intellectual Property Rights.

8.2 The Customer warrants it is the owner of, or is licensed by the owner to use, all Intellectual Property Rights (including any Copyright or Trade Marks) in the Copy Details provided by the Customer to BT for use in an Advertisement and will indemnify BT against all claims and proceedings arising from the reproduction or publication of such Copy Details in the form of an Advertisement.

8.3 All Intellectual Property Rights (including Copyright in any artwork) created by BT in connection with the Contract will remain the property of BT or its licensors.

8.4 If the Customer asks BT to prepare any artwork or material for an Advertisement BT will grant the Customer a non-transferable non-exclusive licence to use the artwork in that or any future Advertisement in any Advertising Media.

Confidentiality

8.5 Except to the extent any disclosure is required by law BT and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Contract. The Customer and BT will not, without the consent of the other, disclose such information to any person other than:

- (a) their Group Company employees or professional advisers who need the information in order for the Customer or BT to fulfil its obligations under the Contract; or
- (b) in the case of BT, the employees or professional advisers of its suppliers who need the information in order for BT to fulfil its obligations under the Contract.

8.6 Information will not be treated as confidential if it is:

- (a) in the public domain other than in breach of the Contract; or
- (b) lawfully in the possession of the Customer or BT before disclosure has taken place; or
- (c) obtained from a third person who is free to disclose it; or

(d) replicated independently by someone without access or knowledge of the Information.

8.7 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by BT in connection with the Contract the Customer will:

- (a) notify BT immediately of the request; and
- (b) give BT at least five working days to make representations.

9. GENERAL TERMS

Matters Beyond Reasonable Control

9.1 (a) If the Customer or BT is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the Customer or BT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.

(b) BT will not be liable for failure to or delay in supplying the Service if:

- (i) another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost; or
- (ii) legal or regulatory restrictions are imposed that prevent BT from supplying the Service.

(c) If any of the events detailed in clauses 9.1(a) or 9.1(b) continue for

Contract for BT Directories Advertising Services

more than three months the Customer or BT may terminate the Contract in whole or part by written notice to the other.

Escalation and Dispute Resolution

9.2 (a) BT will try to work through any dispute that the Customer may have with BT. If this does not resolve the dispute then the Customer may refer the matter to the relevant dispute resolution service as follows:

(i) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at www.bt.com/complaintscode, copies of which are available on request; and

(ii) otherwise, as set out in clause 9.2 (b) below.

(b) Any dispute must be raised in writing with the Customer's or BT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

(i) a dispute which has not been resolved by the Customer's or BT's representative within 14 days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and

(ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

(c) If the dispute is not resolved after the procedures detailed in clause 9.2 (b) have been followed then, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service – Chartered Institute of Arbitrators ("DRS-CiArb"). If the dispute is referred to a mediator:

(i) the mediator will be appointed by agreement of the Customer and BT. If the Customer and BT fail to agree within seven days of a proposal by one party, the mediator will be appointed by DRS-CiArb ; and

(ii) all negotiations on the dispute and any agreement reached will be kept confidential.

(d) Nothing in this clause 9.2 will prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

Transfer of Rights and Obligations

9.3 The Customer and BT may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that:

(a) The Customer may transfer its rights or obligations or both to a Group Company with the written consent of BT, such consent not to be unreasonably withheld or delayed; and

(b) BT may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

Severability

9.4 If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

Survival

9.5 Clauses 4.12 and 8.5 will survive the termination or expiry of the Contract for two years.

Entire Agreement

9.6 (a) The Contract contains the entire agreement between the Customer and BT and replaces all previous written or oral agreements relating to its content.

(b) The Customer and BT agree that:

Contract for BT Directories Advertising Services

- (i) they have not been induced to enter into the Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
- (ii) in connection with the Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.

(c) The terms of clauses 9.6(a) and 9.6(b) will not affect the rights or remedies of the Customer and BT for any fraudulent misrepresentation.

Waiver

9.7 A failure or delay by the Customer or BT to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or BT waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

Rights of Third Parties

9.8 A person who is not the Customer or BT (including an employee, the officer, agent, representative or subcontractor of the Customer or BT) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of the Contract. This does not affect any right or remedy that exists or is available apart from that Act.

Notices

9.9 Notices given under the Contract must be in writing and delivered to the following addresses unless otherwise stated in the Contract:

- (a) to BT at the address shown on the bill or any address which BT provides to the Customer for this purpose; or
- (b) to the Customer at any one or more of the following: the address to which the Customer asks BT to send bills or the address of the Site or the Customer's primary email address or, if the Customer is a limited company, its registered office.

This clause does not apply to notices given under clauses 1.1, 4.2 and 5.

9.10 The Customer must inform BT immediately if there is any change to any of the contact information the Customer provided to BT.

Law and Jurisdiction

9.11 The Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

Customer's Instructions

9.12 BT may take instructions from a person whom it thinks, with good reason, is acting with the Customer's permission.

10 DEFINITIONS

10.1 In the Contract the following terms have the meanings shown next to them:

Acceptance The date that BT communicates acceptance of the Customer's Order in accordance with clause 1.1

Advertisement Any combination of text and/or graphics and/or photographs published in print or displayed online (including hypertext links) intended to promote the identity, products or services of an individual, business or organisation, which is accepted by BT and published in Advertising Media, through provision of the Service(s).

Advertising Media Collectively The Phone Book, The Phone Book Online, BT Directory sites and any Internet Search Engine as BT may determine, all as defined within these Conditions or in the Service Schedules.

BT British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000

BT Advertising Policies BT's policies for the content and positioning of Advertisements in Advertising Media which are available on request from BT and viewable at www.bt.com/telephonebook.

Conditions These Conditions for BT Business Communications Service (BT Directories Advertising Service)

Contract This agreement between BT and the Customer comprising the following documents and, unless otherwise stated in the Service Schedules, in order of precedence:

the Order Form;
the Service Schedules;
the Welcome Pack;
the Conditions;

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	the Direct Debit Instruction; the Copy Details; and any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.	Service Start Date	The earliest date on which an Advertisement detailed on the Order Form is published in any Advertising Media through provision of the Service.
Copy Details	The content of the Customer's Advertisement.	Technical Specification	The document which BT will provide to the Customer detailing the artwork and delivery specifications required for Advertisements to be published in Advertising Media.
Customer	The person named on the Order Form with whom BT contracts to provide the Service.	The Phone Book	The Service described in Schedule 1 to the Contract, Service Schedule for The Phone Book.
Direct Debit Instruction	The Customer's bank account details instructing a bank to pay the charges by way of instalments.		
Group Company	A subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989		
Intellectual Property Rights	Any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs		
Minimum Period	The intended minimum period over which an Advertisement will be published as stated in the Service Schedules or the Order Form, measured from the publication date for that Advertisement.		
Online Services	The Services described in Schedule 2 to the Contract, Service Schedule for Online Services.		
Order Form	The document, in paper or electronic form, used by BT to record the Customer's request for provision of the Service(s).		
Rate Card	The table of prices as may be amended by BT, for the publication of Advertisements in Advertising Media.		
Service	The service or services specified on the Order Form and as described in the Service Schedules.		
Service Schedules	Schedules 1 and 2 to the Contract.		