



Contract for BT Directories Advertising Services

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Definitions

Contract for BT Directories Advertising Services

Schedule 1: Service Schedule for The Phone Book Service

- 1. Service Description**
- 1.1 BT provides a Service to the Customer that includes the publication of an Advertisement in The Phone Book.
- The Service includes:
- (a) an initial consultation with the Customer to discuss the size, type and nature of the Advertisement based around maximising the level of media exposure for the Customer's type of business;
 - (b) the layout and design of the Advertisement (where this service is ordered by the Customer);
 - (c) the publication of the Advertisement in the appropriate classification(s) and in the appropriate Phone Book(s);
 - (d) the distribution of Phone Book(s) in the geographical area(s) agreed with the Customer;
 - (e) the distribution of additional copies of Phone Book(s) when ordered;
 - (f) a helpdesk to assist with any Service related queries or you need post-sales advice; and
 - (g) a non-exclusive, non-transferable licence to use any artwork that BT may produce in designing the Advertisement.
- 1.2 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.
- 2. Contract Options**
- 2.1 When the Customer places an order with BT, the Customer has two options to choose from. The two options are detailed in paragraphs 2.2 and 2.3 below. The Customer must tell BT when their order is placed which option the Customer has chosen.
- 2.2 Option 1: Fixed Term Contract:
- If the Customer chooses to enter into a Fixed Term Contract then the Customer's Contract with BT for the publication of the Advertisement in The Phone Book will not be automatically renewed and the Contract will come to end when the Minimum Period expires.
- 2.3 Option 2: Recurring Contract:
- If the Customer chooses to enter into a Recurring Contract then the Customer's Contract with BT for the publication of the Advertisement in The Phone Book will be automatically renewed and the Customer's Advertisement will be re-published for a further Minimum Period. BT will contact the Customer during the current Minimum Period to discuss with the Customer any changes that the Customer may wish to make to their Advertisement or any changes to the charges that BT may need to make. Where an Advertisement is to be re-published then all changes need to be finalised by end of the relevant Phone Book Compilation Period details of which can be found at www.thephonebook.bt.com.
- 2.4 If the Customer has entered into a Recurring Contract and does not wish to have their Advertisement re-published and enter into a new Minimum Period, then the Customer must notify BT during the relevant Phone Book Compilation Period. If the Customer has not contacted BT or BT cannot contact the Customer for any reason then BT may (at its option) choose not to re-publish the Advertisement.
- 3. The Customer's Responsibilities**
- 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; and

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- (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.

4. Additional Conditions

4.1 The Customer acknowledges that:

- (a) Advertisements published in The Phone Book cannot be cancelled unless otherwise specified; 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.

4.3 Banner Ads

- (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.
- (b) BT will place Banner Ad(s) throughout the Business and Residential A-Z sections of The Phone Book at its sole discretion.
- (c) BT undertakes to ensure that Banner Ad(s) will appear approximately once on every ten pages of The Phone Book.

4.4 Loose Onserts

- (a) Loose Onserts are separate pre-printed Advertisements inserted within the wrapping of a Phone Book prior to distribution.
- (b) The Customer is responsible for the production and printing of Loose Onserts in accordance with the terms of the Contract and the BT Advertising Policies. BT reserves the right to reject any Loose Onsert that does not comply with the provisions of clause 3 of the Conditions.

- (c) The Customer agrees to package, label and deliver pre-printed Loose Onserts 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.

- (d) Failure to comply with 5.4(c) above may result in BT rejecting Loose Onserts. In this case, the charges for the Loose Onserts as set out on the Order Form will still remain payable to BT.

- (e) Any quantity of Loose Onserts 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.

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 has 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 end of relevant Phone Book Compilation Period.

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 Index Adverts, Branded Filler Packages, Sponsored Headings, Loose Onserts, 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 the condition that it complies with the BT Advertising

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Policies and the Technical Specification.

- (d) The Customer acknowledges and accepts that there is in place a reservation list of Customer's 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.

4.7 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 Customer's for Sponsored Heading and that if the Customer is offered the opportunity of having or renewing a Sponsored Heading, the Customer may exercise a right of first refusal within seven days of being offered the Sponsored Heading opportunity.

4.8 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.

4.9 Branded Filler Package

- (a) A Branded Filler Package is made up of a number of multiple sized adverts placed

throughout the Classified Section of each Phone Book.

- (b) Branded Fillers will be placed automatically and without pattern throughout the classified directory of each Phone Book.
- (c) The Customer accepts that the number, size, position and frequency of branded fillers cannot be guaranteed.
- (d) BT will accept from the Customer the artwork provided for a Branded Filler Package on the condition that the Branded Filler Package complies with the BT Advertising Policies and the Technical Specification.
- (e) The Customer acknowledges and accepts that there is a place in the reservation list of Customer's for Branded Filler Packages and that if the Customer is offered the opportunity of having or renewing a Branded Filler Package, the Customer may exercise a right of first refusal within 7 days of being offered the Branded Filler Package opportunity.

4.10 Index Advert

- (a) Index Adverts are branded Advertisements which appear in a fixed position within the Index situated near the front of The Phone Book.
- (b) BT will ensure that there will be only one Index Advert permitted per page.
- (c) The Customer accepts that the order of Index Adverts will be at random.
- (d) The Customer acknowledges and accepts that there is a place in the reservation list of Customer's for Index Adverts and that if the Customer is offered the opportunity of having or renewing an Index Advert, the Customer may exercise a right of first refusal within seven days of being offered the Index Advert opportunity.

5. Cancellation

Cancellation Period

- 5.1 The Customer may cancel the Service up to five (5) working days from the date that the Customer signs the Order Form (the "Cancellation Period").
- 5.2 Where the Customer cancels the Service during the Cancellation Period the Customer must pay BT's reasonable costs incurred in getting ready to provide the Service. These charges apply to Customer's that have

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entered into either a Fixed Term Contract or a Recurring Contract.

Cancellation of Fixed Term Contracts following the Cancellation Period

- 5.3 Those Customer's that have entered into a Fixed Term Contract may cancel the Service at any time following the expiry of the Cancellation Period, provided that the Customer gives BT five (5) days' notice in writing and pays BT the full cost of Service as detailed on the Order Form. Where the Customer cancels the Service in accordance with this paragraph 5.3, then BT will endeavour to prevent the Advertisement from being published in The Phone Book, but the Customer acknowledges and accepts that this cannot be guaranteed.

Cancellation of Recurring Contracts following the Cancellation Period

- 5.4 Those Customer's that have entered into a Recurring Contract may cancel the Service at any time following the expiry of the Cancellation Period, provided that the Customer gives BT five (5) days' notice in writing and pays the full cost of Service as detailed on the Order Form. This charge will not apply where the Customer has notified BT during the relevant Phone Book Compilation Period that they do not wish to have their Advertisement re-published. Where the Customer cancels the Service in accordance with this paragraph 5.4, then BT will endeavour to prevent the Advertisement from being published in The Phone Book, but the Customer acknowledges and accepts that this cannot be guaranteed.
- 5.5 Where the Customer chooses to cancel the Service in accordance with paragraph 5.1 above, then the Customer must call BT on 0800 833 400.
- 5.6 Where the Customer chooses to cancel the Service in accordance with paragraphs 5.3 or 5.4 above, then the Customer must put it in writing to the address given below or alternatively send an email to opcancellations@bt.com.

British Telecommunications plc
The Retentions Team
PP2ATD
Telephone House
21 Ward Road
Dundee
DD1 1BA.

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CONDITIONS FOR BT DIRECTORIES ADVERTISING SERVICES

1. COMMENCEMENT AND SCOPE

- 1.1 The Contract begins on the date BT takes 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 in the Artwork Envelope. If BT has not received any Copy Details from the Customer within 14 days of placing the order, then BT will create an Advertisement based on BT's understanding of the Customer's requirements.
- 2.2 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.
- 2.3 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

- 2.4 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.
- 2.5 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

2.6 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.

2.7 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.

2.8 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

2.9 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.

2.10 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.

Pricing in Advertisements

2.11 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.*"

2.12 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.

2.13 The Customer warrants that any Advertisement for consumer credit will comply with the Consumer Credit

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(Advertisement) Regulations 2004 or the Consumer Credit (Advertisement) Regulations 2010.

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 Customer's.

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:
 - (i) is likely to cause annoyance, inconvenience or anxiety; or
 - (ii) is offensive, abusive, indecent, defamatory, obscene or menacing; or
 - (iii) is likely to be detrimental to the provision of the Service to the Customer or service to any of BT's other Customer's; or
 - (iv) 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 or email 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 The Customer will pay for the on-going Service by direct debit unless otherwise agreed by BT. Direct debit payments are inclusive of VAT at the applicable rate.
- 4.5 BT may allow the Customer to pay for the Service in advance, which the Customer acknowledges and accepts are for Services yet to be provided by BT.
- 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.
- 4.7 BT will endeavour to collect the Customer's payment prior to the publication of the Customer's 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 clause 4.5 above, all charges are exclusive of VAT which is chargeable at the applicable rate.

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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.

If the Customer fails to meet the credit vet, then BT may terminate the Contract on giving the Customer 7 days' notice in writing.

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, then BT may either charge the Customer (at BT's option) an automatic late payment charge of £13.50 or 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 The Customer may cancel the Service or end the Contract as detailed in the relevant Service Schedule.

6.2 The Customer may cancel the Service or end the Contract after the Contract begins without paying termination charges if:

- (a) incorrect or misleading prices have been entered on the Order Form; or
- (b) BT is in material breach of this Contract; or
- (c) 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

6.3 The Customer may end the Contract if:

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- (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.
- 6.4 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.
- 6.5 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.
- 6.6 BT accepts liability, subject to clause 7.5 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 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. 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 of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of Contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill.
- 7.5 BT accepts liability for reasonably foreseeable losses arising from BT's failure to provide the Service up to a maximum of £25,000 where BT has not mitigated the

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Customer's losses by carrying out any of the steps detailed in clause 7.6 (a), (b) or (c).

- 7.6 BT accepts liability for reasonably foreseeable losses arising from BT's failure to provide the Service up to a maximum of £5,000 where BT has mitigated the Customer's losses by carrying out any of the steps detailed in clause 7.6 (a), (b) or (c).
- (a) amended any Advertisement to correct any errors or omissions made by BT in the Advertising Media, excluding The Phone Book; or
 - (b) where BT has refunded (in part or total) the amount that has been paid by the Customer; or
 - (c) where BT has offered to republish the Advertisement in the same Advertising Media at no additional charge.

7.7 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.

7.8 The Customer is responsible for reviewing whether the Customer should enter into a business continuity insurance Contract.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

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

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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 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 complaint or dispute that the Customer may have with BT. If this does not resolve the matter then the Customer may refer it:
- (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 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 the parties agree to consider resolving the dispute by an Alternative Dispute Resolution (ADR) mechanism, including but not limited to:
- (i) early neutral evaluation in accordance with the IDRS (Dispute Resolution Services) Model Early Neutral Evaluation Procedure; or
 - (ii) expert non-binding determination in accordance with the IDRS Cost-Controlled Expert Determination Procedure; or
 - (iii) mediation in accordance with the IDRS Cost-Controlled Mediation Procedure.
- (d) Any ADR will be conducted in London and in the English language.
- (e) 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

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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:
- (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.

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any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

DEFINITIONS

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

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.

Artwork Envelope An envelope which the BT sales representative will leave with the Customer when the order is taken, which the Customer can use to send BT any Copy Details, including any references or prepared artwork for use in the Advertisement.

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/thephonebook.

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

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 Conditions;
- the Direct Debit Instruction;
- the Copy Details; and

Copy Details The content of the Customer's Advertisement.

Customer The person named on the Order Form with whom BT Contracts to provide the Service.

Direct Debit Instruction The Customer's bank account details instructing a bank to pay the charges by way of instalments.

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.

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.

Order Form The document, in paper or electronic form, used by BT to record the Customer's request for provision of the Service(s).

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.

Technical Specification The document which BT will provide to the Customer detailing the artwork and delivery specifications required for Advertisements to be published in

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Advertising Media.

The Phone Book A series of printed directories as described in paragraph 1.2 of Schedule 1.

Phone Book Compilation Period The period specified for each Phone Book detailed at www.thephonebook.bt.com during which the Customer may make changes to their Advertisement; be notified by BT of any change(s) in the charges; or when the Customer can advise BT they do not wish to have their Advertisement re-published.