Changes to the Conditions of Contract

In compliance with clause 5.1 of the Conditions of the Contract for BT Directories Advertising Services, this document notifies customers of changes to the Contract.

The following changes are effective from 1st March 2019. Additions are in blue text. Deleted text is struck through.

DEFINITIONS

BT Advertising Policy

BT’s policy for the content and positioning of Advertisements in Advertising Media which are available on request from BT and viewable at [http://www.thephonebook.bt.com/publisher/content/en/overview/leg/advertise_info.publisher](http://www.thephonebook.bt.com/publisher/content/en/overview/leg/advertise_info.publisher)

Phone Book Compilation Period

The period specified for each Phone Book detailed by clicking here (or visit [www.thephonebook.bt.com](http://www.thephonebook.bt.com)) located at [www.thephonebook.bt.com/terms](http://www.thephonebook.bt.com/terms) 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.

Technical Specification

The document which BT will provide to the Customer detailing located at [www.thephonebook.bt.com/terms](http://www.thephonebook.bt.com/terms) that details the artwork and delivery specifications required for Advertisements to be published in Advertising Media.

CONDITIONS FOR BT DIRECTORIES ADVERTISING SERVICES

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.

2.13 The Customer warrants that any Advertisement for consumer credit will comply with the Consumer Credit (Advertisement) Regulations 2004 or the Consumer Credit (Advertisement) Regulations 2010, each as amended or replaced from time to time.

2.14 The Customer warrants that the Copy Details provided by the Customer will comply with the BT Advertising Policy and the Technical Specification.

4.1 Charges for the Service are as detailed on the Order Form and shall be calculated using the details recorded by BT.

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.

4.8 Except as stated in clause 4.4 above, all charges are exclusive of VAT which is chargeable at the applicable rate.
5.2 Unless otherwise stated in the Service Schedule, BT will publish any changes to the Contract (including the charges) online at http://www.thephonebook.bt.com/terms (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.

6.5 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 7.4 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.

7.6 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.

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

7.8 Nothing in this clause 7 or in the Contract excludes or limits the Customer’s liability to pay (without set off) the charges.

9.5 Clauses 3.5, 4.12, 8.2, 8.5 and 8.5 to 9.11 will survive the termination or expiry of the Contract for two years.

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 and Schedule 1, paragraph 4.2.

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 comprises:
2. Option 1: Fixed Term Renewing Contract:
If the Customer chooses to enter into a Fixed Term Renewing Contract then the Customer’s Contract with BT for the publication of the Advertisement in The Phone Book will renew for a further term of 1 year if (a) BT writes to the Customer to state that the Advertisement will be re-published and the contract term extended by 1 year; and (b) the Customer does not notify BT before the end of the relevant Phone Book Compilation Period that it wishes the contract to expire without the term being extended. Details of the relevant Phone Book Compilation Period can be found at www.thephonebook.bt.com/publisha.content/en/help/index.publisha#infoforadvertiserscontent terms

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

(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. 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.
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.

4.11 Preface Advert

The Preface appears at the front of The Phone Book and contains the following categories of public information: All Your Emergency Numbers, Health Services Near You, Other Emergency Related Information, National Government, Local Authorities, Health, Other Useful Information, Help Lines, Recycling & Refuse Disposal, Transport, Travel and Making & Receiving Calls. A limited number of full page and half page advertisements are available in the Preface for companies/organisations that relate to any of the public information categories listed. Full page and half page advertisements in the Preface will be positioned within or as near to the preferred category heading as possible, however the exact position cannot be guaranteed.