



Conditions for Special Phone Book Entries

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1. COMMENCEMENT

- 1.1 Each SPBE supplied by BT is subject to a separate Contract.
- 1.2 Each Contract for an SPBE will start two Working Days after BT sends the Customer an Acceptance Letter.
- 1.3 Minimum Term for each SPBE is twelve months from the Publication Date of that SPBE. Thereafter each Contract for an SPBE will be automatically renewed and the SPBE will be re-published for a further Minimum Period.
- 1.4 If the Customer does not wish to have their Contract automatically renewed and have an SPBE re-published in the next annual edition of the Phone Book, then the Customer must notify the BT Phone Book team in accordance with clause 6.4
- 1.5 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 an SPBE.
- 1.6 If the Customer wants to make to any changes to an SPBE, then the Customer must notify BT of those changes (and all changes must be finalised) by the end of the relevant Phone Book Compilation Period.

2. PROVISION OF THE SERVICE

- 2.1 BT agrees to provide the Customer with an SPBE in the Phone Book as specified in the Acceptance Letter. The entry shall first appear in the next issue of the Phone Book in which it is reasonably practical or appropriate to include the SPBE.

- 2.2 Errors and omissions in the Phone Book may occasionally occur.
- 2.3 Following commencement of a Contract for an SPBE, any requests made to BT relating to changes in the provision of that SPBE must, unless otherwise agreed by BT, be made or confirmed in writing.
- 2.4 Any date proposed by BT for the publication of a Phone Book is to be treated as an estimate only and BT accepts no liability for failure to meet the date.
- 2.5 Unless the Customer requests otherwise, an SPBE will be published in all subsequent editions of the same Phone Book (or such replacement to that edition as BT reasonably considers appropriate) in which that SPBE originally appeared.
- 2.6 The provision and accuracy of the free Phone Book entry supplied as part of the telephone service provided by BT or any other telecommunications provider is subject to separate terms and conditions. Any enquiries relating to the free entry should be directed to the supplier of that telephone service.
- 2.7 BT reserves the right to expand or reduce the geographical area covered by any Phone Book and to insert an SPBE in the Phone Book(s) BT reasonably considers appropriate.
- 2.8 Except as expressly provided for in the Contract no employee of BT has authority to agree any variation or addition to the Contract or to make any representation or to give any warranty whatsoever.

3. REGULATIONS

Proper use

3.1 No SPBE must:

(a) contravene any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or BT's Acceptable Use Policy located at <http://www2.bt.com/static/i/btetail/panretail/acceptableuse/>; or

(b) be used fraudulently or in connection with a criminal offence or in any way that is unlawful and the Customer must make sure that this does not happen; or

(c) contain any offensive, abusive, indecent, defamatory, obscene, menacing content or, cause annoyance, inconvenience, needless anxiety or in any way that is intended to deceive; or

(d) contain any content that BT considers to be detrimental (or likely to be detrimental) to any of BT's other customers.

Numbers

3.2 The Customer does not own any number or have any right to sell the number in The Phone Book.

Indemnity

3.3 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party due to a breach by the Customer of any Contract for an SPBE. 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 SPBE are as detailed in the Pricing Information for Additional and Special Entries in Subpart 1 of Part 19 of the BT Price List and calculated using the details recorded by BT. BT's Price List contains additional definitions, notes, terms and conditions, which form part of this Contract where relevant and can be viewed online at

www.bt.com/pricing/current/Exch_Lines_bo/0009_d0e1.htm#0009-d0e1

BT will bill charges in pounds sterling and the Customer will pay all charges in pounds sterling.

4.2 The Customer is responsible for and must pay the charges for the SPBE.

4.3 BT will send the bills to the address notified by the Customer to BT. Unless otherwise stated in the BT Price List, BT will send its first bill shortly after publishing the SPBE, and then at regular intervals, usually every month payable in 30 days from the date of the invoice. Sometimes BT may send the Customer a bill at a different time.

4.4 All charges are exclusive of VAT which is chargeable at the applicable rate, unless otherwise provided in the BT Price List.

4.5 If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to BT under the Contract the Customer undertakes to pay to BT and/or indemnify BT for such additional amounts as are necessary in order that the net amounts received by BT after all deductions and withholdings shall be not less than what would have been received in the absence of any such requirement to make such deduction or withholding.

Should the Customer withhold any amounts without first grossing up its payments, or indicate that it will do so, BT may gross up its Charges to reflect such withholding, or otherwise include such amounts on its invoices (resulting in BT being subject to tax by reference to the grossed up amount, whilst only receiving the net amount). In all cases, the Customer will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments withheld by the Customer.

4.6 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.

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

4.8 The Customer must pay all charges by direct debit or monthly payment plan, unless otherwise advised by BT. The Customer is responsible for advising BT promptly of any changes to its bank details that may affect payment of the charges.

4.9 Payments made other than by direct debit or monthly payment plan will be collected by BT Payment Services Limited (a wholly owned subsidiary of BT) unless otherwise advised by BT. BT Payment Services Limited will levy a payment processing fee. This fee will be deducted from any money received before any payment is allocated against the charges for the Service.

Disputed Bills

4.10 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.

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

Late Payment

4.11 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.

4.12 If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) 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 to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.

4.13 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.

Fraud Prevention

4.14 BT may check the Customer's details with a fraud prevention agency. If the Customer provides information that BT reasonably believes to be false or incorrect and BT suspects fraud, BT may record this information with a fraud prevention agency. BT and other organisations may use and search this information.

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 BT will publish any changes to the Contract (including the charges) online at 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. ENDING THE CONTRACT

6.1 The Customer may, in accordance with clause 6.4, cancel a Contract for an SPBE within the period specified in the Acceptance Letter

6.2 Where the Customer ends a Contract for an SPBE during the Phone Book Compilation Period then the Customer must pay BT reasonable costs incurred in getting ready to provide that SPBE.

6.3 The Customer may end a Contract for an existing SPBE at any time after the Phone Book Compilation Period, provided that the Customer pays the price of the existing published SPBE. There will be no charge for an unpublished SPBE where the Customer has, before the end of the Phone Book Compilation Period, notified the BT Phone Book team that they do not wish to have an SPBE re-published in the next edition of the Phone Book. Where the Customer cancels a Contract for an SPBE in accordance with this clause 6.3, then BT will endeavour to prevent that SPBE from being published, but the Customer acknowledges and accepts that this cannot be guaranteed.

6.4 Where the Customer wishes to cancel or end a Contract for an SPBE in accordance with clauses 6.1 or 6.3 above, then the Customer must give notice to the BT Phone Book team:

- 6.4.1 by calling on **0800 833 400**, or
- 6.4.2 in writing to:
The BT Phone Book Team,
1st Floor,
Midland ATE,
60 Station Street,
Birmingham. B5 4AL

6.5 The charges in clauses 6.2 and 6.3 will not apply if:

- (a) the Customer ends the Contract because BT is in material breach of this Contract; or
- (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
- (c) the Contract ends because clause 9.1(c) applies.

6.6 The Customer may end the Contract:

- (a) if 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) if BT ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

6.7 BT may suspend or end the Contract, at any time without notice if:

- (a) 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
- (b) BT reasonably believes that an SPBE is being used in a way forbidden by clauses 3.1 (a) to (d); or
- (c) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver,

administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

The Customer will continue to pay the charges during any period of suspension.

6.8 If the Customer moves its telephony services away from BT and the gaining telecommunications provider does not manage the SPBE process on behalf of their customer:

- (a) BT will continue to publish SPBE in the Phone Book and apply relevant charges unless otherwise notified by the Customer in accordance with clauses 6.1, to 6.4; and
- (b) No final bill will be produced.

7. LIMITATION OF LIABILITY

7.1 Neither the Customer or BT excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law.

7.2 Subject to clauses 7.1 and 7.3, the Customer and BT's liability to the other under or in connection with the Contract for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months is limited to £5,000 and to £10,000 for all events (connected or unconnected) in any period of twelve (12) consecutive months.

7.3 Neither the Customer or BT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise

(including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:

(a) 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; or

(b) any indirect or consequential loss or damage whatsoever.

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

7.5 The limitations of liability referred to in clauses 7.2 and 7.3 above will not apply in respect of claims brought under clause 3.3.

7.6 Each part of this clause 7 operates separately. If any part of the 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 advised to obtain its own business continuity insurance.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

8.1 All Intellectual Property Rights whether pre-existing or created by the Customer or BT

during or arising from the performance of the Contract will remain the absolute property of that party or its licensors.

8.2 If the use of software is provided under the Contract, then BT will grant the Customer a, non-transferable and non-exclusive licence to use the software in object code form and solely in accordance with the Contract and the applicable documentation. The term of any licence granted by BT under this clause is coterminous with the term of the Contract.

8.3 Except as permitted by applicable law or as expressly permitted under the Contract the Customer agrees not to copy, de-compile or modify any Software, or knowingly permit anyone else to do so.

Confidentiality

8.4 Subject to clause 8.9, BT and the Customer will keep in confidence all Confidential Information, obtained under or in connection with the Contract and will not disclose it to any party other than in confidence to:

(a) their employees or employees of their Group Companies; or

(b) their professional advisers; or

(c) in the case of BT, employees of their subcontractors

who have a need to know such Confidential Information and to the extent necessary for performance of the Contract.

8.5 Clause 8.4 will not apply to information which is:

(a) in the public domain other than through a breach of the Contract; or

- (b) in the possession of the Customer or BT without confidentiality restriction before disclosure under the Contract; or
- (c) obtained from a third party who has a lawful right to disclose it; or
- (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Contract.

8.6 If either BT or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:

- (a) satisfied itself that the demand is lawful;
- (b) given the other party the maximum written notice permissible under the demand in which to make representations; and
- (c) marked the required information as the Confidential Information of the other party.

8.7 The Customer and BT acknowledge that breach of clauses 8 may cause irreparable harm for which damages may not be an adequate remedy and that injunctive relief may be available for such breach.

8.8 Information BT holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include BT sharing such information with third party companies including other communication companies.

8.9 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 providing an SPBE if any legal or regulatory restrictions are imposed that prevents BT doing so.

(c) If any of the events detailed in clauses 9.1 (a) or 9.1 (b) materially affects the performance of the Contract and continues for more than three months then 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 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 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

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, 4.13, 7, and 8.4 to 8.9 will survive the termination or expiry of this Contract for two years.

Entire Agreement

9.6

- (a) The Contract contains the entire agreement between the Customer and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Customer and BT, whether written or oral relating to its subject matter.
- (b) The Customer and BT each agree that in entering into the Contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those contained in the Contract.
- (c) Nothing in this clause 9.6 excludes or restricts the liability of either the Customer or BT to the other arising out of pre-contract fraudulent

misrepresentation or fraudulent concealment.

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 The Contract does not create any right enforceable by any party who is not the Customer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

Notices

9.9 Notices given under the Contract must be in writing and delivered by hand, email or first class post 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.

9.10 A notice will be duly served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by first-class post, three (3) Working Days after the date of posting; and

(c) if sent by e-mail, at the time of successful transmission.

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

9.12 Nothing in clause 9.9, in circumstance of a Customer moving telephony services away from BT while having an SPBE, affects the Customer's right to cancel the SPBE (including by phone).

Law and Jurisdiction

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

Data Protection

9.14 The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the Contract. The Customer and BT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

Customer's Instructions

9.15 BT may take instructions from a party 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 Letter means the -confirmation that BT sends to the Customer confirming the details of an SPBE and stating BT will enter it in a Phone Book.

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

Confidential Information means any information (including know-how, trade secrets, software or data) of a confidential nature which is obtained under the Contract whether such information is in written, oral or any other form and whether or not marked as confidential.

Contract means a contract between the Customer and BT incorporating these Terms and Conditions, the Acceptance Letter and the applicable parts of BT's Price List.

Customer means the party with whom BT contracts to provide an SPBE.

Group Company means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

Intellectual Property Right(s) means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

Minimum Period means a period of 12 months following publication of each SPBE in a Phone Book.

Phone Book shall include any or all of the BT Phone Book(s) in respect of which the application overleaf is made by the Customer.

Phone Book Compilation Period means the date specified for each Phone Book referred to as the A-Z listings deadline date in the Phone Book Compilation Dates (located at www.thephonebook.bt.com/terms) during which the Customer may make changes to an SPBE; or when the Customer can advise BT they do not wish to have an SPBE re-published.

Publication Date means the date specified by BT for distribution to begin of a particular Phone Book.

SPBE is an abbreviation for Special Phone Book Entry meaning an entry in the alphabetical (A to Z) and/or classified by business type section of the Phone Book Which:

- (a) is printed in a manner different to the majority of entries in the Phone Book concerned; or
- (b) relates to a network service number not normally printed in the Phone Book concerned; or
- (c) is a duplication of the standard free entry printed in the Phone Book concerned or in one or more additional editions; or
- (d) features additional words to those available as part of the standard free entry in the Phone Book concerned.

Working Day(s) means any day between Monday and Friday, excluding bank and public holidays.