

C&W TELEPHONE DIRECTORY PRODUCT DESCRIPTION

The C&W Telephone Directory is available to residential and business customers in the Bailiwick in both online and printed form. As such it is the Bailiwick's most comprehensive information source of business and residential names, addresses, and contact telephone numbers. Residential and Business customer details are displayed in basic form in the White Pages, or in the Yellow Pages, through a mix of enhanced listings, personalized advertisements and banners.

SECTION 1 – Service Specific Terms and Conditions

These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W Guernsey General Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. Definition and Interpretation

The C&W General Terms and Conditions include definitions. These definitions are in addition:

"Advertisement(s)" means - 1) chargeable text entries and 2) display advertisements, in the Telephone Directory as We have agreed to accept and You have agreed to pay for as specified in Our Booking Guide;

"Artwork Charge" means the amount charged to You by Us for the composition of an Advertisement where not provided to Us or Our authorised agent as Finished Artwork.

"Artwork Studio" means authorised agent providing setting and processing services for production ready Advertisements.

"Artwork Supply Rules" means the rules for the supply of Finished Artwork as stated in the Booking Guide.

"Booking Guide" means Our publication which provides information on advertising in the Telephone Directory.

"Bound Insert" means a two page (double sided) full colour insert printed on gloss paper bound in a strategic position within the Printed Directory.

"Closing Date" means the final date as advised to You or published by public notice in the local press as the last date for accepting Advertisements for the next edition of the Telephone Directory.

"Copy and Layout Instructions" means the draft layout and content of any Advertisement as submitted by You.

"Cover Position" means a pre-determined specified area of the;

- (i) Printed Directory cover which may incorporate the spine, inside front, inside back or outside back.
- (ii) Online Directory web pages

"Directory Enquiry Service"

the C&W directory information service which is operator assisted and involves the operator looking up entries on a database. **"Display Advertisement"** means a predetermined area of an unspecified page in the Telephone Directory for the placing of an Advertisement ordinarily comprising text, graphics and/or photographs.

"Finished Artwork" means an Advertisement supplied by You to Us which is fit for reproduction in the Telephone Directory without any additional setting or processing.

"Heading" means a heading used in the classified section of our Telephone Directory under which contact details for businesses and individuals that provide similar goods or services are grouped.

"Inserts/Onserts" means a leaflet, flier or pamphlet of a predetermined size provided by You as Finished Artwork and sent directly to the printer for inclusion inside, or wrapped outside, the bound Telephone Directory.

"One or Two Colour Advertisement" means an Advertisement which contains one or two of the Specified Colours, as identified in Our Booking Guide, that may be incorporated into the Advertisement.

"Online Directory" means a telephone directory published, electronic form, from time to time by Cable and Wireless Guernsey.

"Printed Directory" means a telephone directory published in printed form, from time to time by Cable and Wireless Guernsey.

"Semi Display Advertising" means a pre-determined area of a page in the Telephone Directory for the placing of an Advertisement ordinarily comprising text only in a standard template format determined by Us.

"Specified Colours" means the specific colours that may be incorporated into a One or Two Colour Advertisement.

"Standard Entry" means the initial free listing for a Service Number appearing in standard typeface in the alphabetical section of the Printed Directory and white pages section of the Online Directory, both of which comprise surname or company name, one set of initials, installation address and telephone number.

"Telephone Directory" means both the Online Directory and Printed Directory.

2. Provision of Service

We will put Your name, address and Service Number in the alphabetical section of Our Telephone Directory and make the Service Number available from Our Directory Enquiry Service unless You ask Us not to. You must pay an additional charge, as set out in Our Booking Guide for any additional or special entries that We agree to provide in Our Telephone Directory.

3. Our Obligations

3.1 We will include the Standard Entries and the Advertisements in the appropriate category or categories and in accordance with the Copy and Layout Instructions and in the next edition of the Telephone Directory.

3.2 Where You have asked Us to prepare artwork We will undertake such work for You. Proof copies of artwork will be sent to You for checking and if no objection is received by Us within 7 days shall be deemed correct. Where Advertisements have been accepted after the Closing Date, proof copies must be approved by You by return. For exact repeat Advertisements from the previous year's publication proof copies will not be provided. Proof of text entries and /or quotations will only be issued upon request.

3.3 Although We plan to issue a new edition of the Printed Directory every year We reserve the right to issue the Printed Directory in such sections and editions and in such numbers form and manner and at such intervals as We at Our discretion think fit.

3.4 We will use reasonable endeavours to update the pages of our Online Directory on a regular basis in response to requirements of Customer Order Forms.

3.5 We will use reasonable endeavours to comply with Your wishes but We cannot guarantee that Your entries or Advertisements will appear on a specified page or in a specified position in the Printed Directory. We also reserve the right to use different styles or typefaces, in consultation with You, from those requested by You, if they are not compatible with those used for the printing of the Printed Directory. We also reserve the right to refuse entries and Advertisements and to delete initial & chargeable text entries.

3.6 We will use reasonable endeavours to ensure the accuracy of the various entries in the Telephone Directory. The content and classification of entries will be based on the latest information available to Us at the time of going to print or uploading the information to the Online Directory. Naturally information may change but any particular edition will not be amended and reissued as a direct result of any such changes.

4. Your Obligations

4.1 You will be responsible for ensuring that Your entries and Advertisements are legal, decent, honest and truthful and comply with current legislation. You warrant that You are the owner of any intellectual property rights, copyright, material, trademark or logo which is incorporated into Your Advertisement, and You will indemnify Us for any claims, losses or damages arising from any breach of this warranty by You. We shall have the right not to incorporate Your Advertisements in

the Telephone Directory if, in Our view, they are offensive, indecent, contrary to applicable Law or infringe the right or privilege of any person.

4.2 If You are placing an entry or Advertisements for a client, You shall be solely responsible for compliance with these terms and conditions and You represent and warrant that You have the necessary authority from the client, or, that You are the owner of any copyright, material, trademark or logo which is incorporated into the Advertisement.

4.3 You will provide Us with the detail required for Advertisements before the Closing Date.

4.4 In any event You will inform Us promptly of any changes in Your trade profession or business (or that of the client where relevant) during the currency of the Telephone Directory that might make Standard Entries or the Advertisements misleading or incorrect. You will also ensure We are duly notified of any changes regarding Your Standard Entries and Advertisements during the currency of each Telephone Directory.

4.5 Payment for all charges, as specified in Our Booking Guide, will be due upon presentation of an account by Us, unless an authorised officer of C&W agrees an alternative method of payment. You accept responsibility for any charges incurred.

4.6 If You fail to make any payment due to Us or if You are at any time prior to the Closing Date in breach of any other Agreement with Us We shall be entitled, in addition to any other rights and remedies We may have, to withhold publication of Your entries and Advertisements.

4.7 If there is a disparity between the price written on the Display Advertisement Order Form by You and the price billed by Us, the charges as advertised in the Booking Guide will be applied, including Artwork Charges if applicable.

4.8 We may reject or return any artwork, which does not comply with the Artwork Supply Rules which may result in the Advertisement missing the Closing Date and ultimately publication. In such cases where the Closing Date is imminent, should Finished Artwork not be provided as per the Artwork Supply Rules We reserve the right to reformat the Advertisement and apply the appropriate Artwork Charge.

5. Charges

5.1 All charges for the Service are detailed in Our Booking Guide. No commission is paid to agencies.

5.2 All charges will be invoiced to the named advertiser direct and will be billed to Our Service Number associated with the advertisers Standard Entry.

5.3 We reserve the right to charge an administration charge should Advertisements be changed once completed and processed, in accordance with the charges shown in the Booking Guide.

5.4 Where any mix, duotone or variant combination of the Specified Colours are used in an Advertisement, that Advertisement will be classed as a full colour Advertisement and will be charged at the full colour rate as shown in Our Booking Guide.

6. Deposits And Payments In Advance

We may ask for full payment or part payment in advance prior to providing the Service. Advertisements in Cover Positions require full payment prior to the Closing Date.

7. Cancellation / Termination

7.1 You may cancel the entries or Advertisements by sending Us notice in writing not later than the Closing Date, subject to the payment of the cancellation charge of £50 per Display Advertisement plus any relevant Artwork Charges imposed by Our Artwork Studio.

7.2 We shall have the right to cancel and to levy the cancellation charge at any time prior to publication if We have reason to believe that there is a real risk of non-payment by You of any charges for Advertisements or Cover Positions. In that event We shall inform You and give You a reasonable opportunity to pay such charges in full in order to avoid cancellation.

7.3 If any of our charges for Telephone Directory entries remain unpaid by you, notwithstanding all other legal, equitable, statutory remedies or otherwise, we reserve the right to remove the entry from all further publications and take the telephone number out of service and provide you with a different number. Any additional charges incurred by us as a result of provisioning a new number to you, we will seek to recover from you in full.

8. Information And Permissions

You confirm that in respect of the Service You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of Service until its removal.

9. Intellectual Property Rights

9.1 Where software is provided to enable You to use the Service, We grant You a non-exclusive, non-transferable licence to use the software for that purpose.

9.2 You must not, without Our prior written consent, copy or (except as permitted by law) de-compile or modify the software, nor copy the manuals or documentation.

9.3 You must sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.

10. Intellectual Property Right Indemnities

10.1 Subject to a total cap limited to the value of any amounts paid by You to Us under this Agreement in any 12 month rolling period, We will indemnify You against claims and proceedings arising from infringement of intellectual property rights by reason of Our provision of the Service to You. As a condition of this indemnity You must:

- (a) notify Us promptly in writing of any allegation of infringement;
- (b) make no admission relating to the infringement;
- (c) allow Us to conduct all negotiations and proceedings and give Us all reasonable assistance in doing so; and
- (d) allow Us to modify the Service, or any item provided as part of it, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.

10.2 The indemnity in paragraph 10.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by Us or to infringements caused by designs or specifications made by, or on Your behalf. You will indemnify Us against all claims, proceedings and expenses arising from such infringements.

10.3 The limitations and exclusions of liability contained in paragraph 14 apply to this paragraph.

11. Copyright

Our Telephone Directory has been compiled and published by Cable and Wireless Guernsey Limited, who are the owners of the copyright. No reproduction, copying, image scanning, storing or recording by any means in any form nor broadcasting or transmission through any medium of any part of the Telephone Directory is permitted without Our express written consent. All intellectual property rights reserved: We have adopted security measures to aid in the detection of infringements of Our intellectual property rights in this publication; and in any legal proceedings arising there from.

12. Confidentiality

12.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Agreement and will not disclose that information to any person (other than their employees or professional advisers who need to know), without the written consent of the other party.

12.2 This paragraph 12 will not apply to:

- (a) any information which has been published other than through a breach of this Agreement;

(b) information lawfully in the possession of the recipient before the disclosure under this Agreement took place;

(c) information obtained from a third party who is free to disclose it; and

(d) information which a party is requested to disclose and if it did not could be required by law to do so.

12.3 This paragraph 12 will remain in effect for 2 years after the termination of this Agreement.

13. Indemnity

13.1 You must indemnify Us against all third party claims that may be made against Us or Our personnel and all liability We or they may incur in connection with the Standard Entries and Advertisements unless it is caused by Our negligence.

13.2 The indemnity referred to in 13.1 above shall include (but not be limited to) defamation, passing off, mis-description, false trade description, false description of services offered, errors and omissions and infringement of copyright trade marks design rights or confidentiality obligations.

14. Liability

14.1 If there is any error in or omission in Your Standard Entries or Advertisements You acknowledge that the extent of any resulting loss cannot be accurately quantified. Accordingly You agree that We shall only be liable where such error or omission has a proven materially adverse effect upon Your business (or that of Your client) and is the direct result of Our default or negligence. You also agree that Our total liability shall be limited as follows: -

(a) If there is a disparity between the entries or Advertisements and the Copy and Layout Instructions as accepted by Us:

Repayment of 50% of the total charge for the entry or Advertisement concerned.

(b) If the Standard Entry or Advertisement is completely omitted, the Service Number or name is omitted or the Service Number does not accord with that specified on the approved Copy and Layout Instruction:

Repayment of 100% of the total charge for the entries or Advertisements concerned plus a free Advertisement of similar layout and size in the next edition.

(c) If there is disparity between the Cover Position Advertisement and the Copy and Layout Instructions and / or proof copy as accepted by Us:

Repayment of up to a maximum of 50% of the total Advertisement charge at Our sole discretion.

(d) If the Cover Position Advertisement is completely omitted, the Service Number or name omitted or the Service Number does not accord with that specified on the approved Copy and Layout Instruction and / or proof copy accepted by Us:

Repayment of 100% of the total Advertisement charge.

14.2 In no event shall We have any liability where the entry or Advertisement accords with the final proof copy supplied (where relevant) nor for any indirect or consequential loss or expense (such as but not limited to loss of anticipated business or profits) nor shall We be required to reprint or re-distribute the whole or any part of the Telephone Directory.

14.3 The Headings used in Our Telephone Directory are intended to help users search for the Service Number they require. The appearance of a business or individual under a particular Heading does not necessarily indicate that goods or services of the kind suggested by the Heading are provided by that business or individual nor that they are legally entitled or professionally qualified to carry on a particular trade, business or profession.

14.4 We are not an agent for the businesses or individuals that have placed entries or Advertisements in Our Telephone Directory and are unable to vouch for the Advertisement claims, professional qualifications, trade certifications, membership of trade associations or content of web sites whose addresses may be shown in individual entries published anywhere in this Telephone Directory. We advise users of the Telephone Directory to satisfy themselves as to the exact type of goods or services offered or qualifications held by the businesses and individuals appearing in Our Telephone Directory.

15. Content Of Agreement

15.1 The Order Form as signed by You together with any relevant Copy and Layout Instructions is an application for the Advertisements on these terms and conditions. It is subject to acceptance by Us.

15.2 Once accepted, all Standard Entries and Advertisements will be published on a continual basis from one edition to the next and applicable charges will be raised until advice is received from You to cease or amend the Standard Entries and Advertisements.

15.3 None of Our personnel other than a duly authorised officer has any authority to give any warranty, promise or to agree to any condition guarantee beyond those contained in these conditions.

16. Use Of Information

In providing information for inclusion in the alphabetical section of Our Telephone Directory, You agree that we will also provide the information to service providers for inclusion in telephone or Internet directory enquiry services and also in printed form in other directories.

17. General Terms And Conditions

You should refer to the C&W General Terms and Conditions for additional clauses under each of the above headings and for the following:

Special Provision of Service	Use of Service
Relocation and Reconfiguration	Term of Service
Interconnection	Payment
Default	Call Monitoring and Recording
Complaints and Arbitration	Assignment
Duration and Entire Agreement	Law
Matters Beyond Reasonable Control	Notice
Severability	Variation
Waiver	

SECTION 2 – SERVICE SCHEDULE

Cable & Wireless Guernsey Service Level Schedule defines the standard provision target times for Directory Product within the Bailiwick of Guernsey.

Standard Service - Provision of Service

Cable & Wireless Guernsey Service Level Schedule defines the standard provision target times for the Printed Directory within the Bailiwick of Guernsey.

We will provide You with the Service on the terms and conditions as stated.

Requests made to us relating to the provision of Service must be made in writing to:

Cable and Wireless Guernsey Limited, PO Box 3, Upland Road, St Peter Port, Guernsey,
GY1 3AB, Fax (01481) 724640.