

Sure (Guernsey) Limited

Telephone Directory Terms and Conditions

These Sure (Guernsey) Limited (“Sure”) Telephone Directory Terms and Conditions should be read in conjunction with Sure’s:

- General Terms and Conditions,

both of which apply.

Where there is a conflict, these Sure Telephone Directory Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at www.sure.com/guernsey/terms-and-conditions.

1. TELEPHONE DIRECTORY DESCRIPTION

The Sure Telephone Directory is available to residential and business customers in the Bailiwick of Guernsey in both online and printed form. 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, personalised advertisements and banners.

2. DEFINITION AND INTERPRETATION

These definitions are in addition to the definitions contained in Sure’s General Terms and Conditions:

“**Advertisement(s)**” means: (i) Chargeable Text Entries; (ii) Display Advertisements; and (iii) any other advertising or listing service in the Telephone Directory as submitted by You and which We have agreed to accept for inclusion in the Telephone Directory.

“**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 Ratecard and the Order Form.

“**Chargeable Text Entries**” means a text-only entry in the Telephone Directory and which is not a Display Advertisement including, but not limited to, light, medium, bold and/or super bold entry types.

“**Closing Date**” means the final date which may be notified to You or published by public notice in the local press and at www.theguernseydirectory.com, as the last date for accepting Advertisements for the next edition of the Telephone Directory.

“**Contract**” means the agreement made between You and Us for the placement and provision of an Advertisement(s) as governed by these Terms and Conditions and which comprises the Order Form (including any subsequent amendments accepted by Us), these Terms and Conditions and Sure’s General Terms and Conditions.

“**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, outside front, inside back or outside back.
- (ii) Online Directory.

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“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.

“Group” means the relevant company, any holding company of that company and any subsidiary of that company or its holding company, from time to time.

“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.

“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 in any electronic form, from time to time by Sure.

“Order Form” means the completed form, whether on paper or in electronic format, used to request the placement of Advertisement(s) and/or used for selecting and submitting Advertisement(s) for placement in the Telephone Directory, signed by You and returned to Us.

“Personal Data” has the meaning given to that term in the Data Protection (Guernsey) Law, 2001, as amended.

“Printed Directory” means a telephone directory published in printed form, from time to time by Sure.

“Ratecard” means Our publication which provides information on advertising in the Printed Directory and Online Directory which is available at www.theguernseydirectory.com.

“Service” means the services to be performed by Us in accordance with a Contract for the insertion of Advertisements into a Telephone Directory.

“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.

3. PROVISION OF SERVICE AND TERM

- 3.1. When You place an order for an Advertisement with Us, We will provide the Service to You subject to these Terms and Conditions.
- 3.2. We will put Your name, address and Service Number in both the alphabetical section of Our Printed Directory and Online Directory unless You request Us not to in writing.
- 3.3. You must pay an additional charge, as set out in Our Ratecard for any subsequent additional or special entries that We agree to provide in Our Telephone Directory.

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- 3.4. Unless otherwise agreed in writing, this Contract shall be legally binding once We send You a confirmation that the Order Form has been accepted.
- 3.5. The Contract shall remain in force for a minimum period of 1 year and thereafter 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 You terminate the contract in accordance with Clause 9 of these Terms and Conditions.

4. AMENDMENTS TO ORDERS

Applications for amendments, modifications or additions to any Advertisement(s) or Standard Entries should be made in writing by You and submitted to Us before the Closing Date.

5. OUR OBLIGATIONS

- 5.1. We will publish the Standard Entries and the Advertisements in the Telephone Directory, in the appropriate category or categories and in accordance with the Copy and Layout Instructions.
- 5.2. We will arrange for the production of artwork where requested by You on an Order Form. Proof copies of artwork will be sent to You for checking and if no objection is received by Us within 30 days, shall be deemed correct within 24 hours. You must advise Us of any amendments before the Closing Date and We are under no obligation to publish any amendments to an Advertisement received after the Closing Date. 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.
- 5.3. 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.
- 5.4. We will use reasonable endeavours to update the pages of Our Online Directory on a regular basis.
- 5.5. 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 cannot guarantee that exact replicas of Copy and Layout Instructions and Specified Colours requested by You will be reproduced in the Directory but We will use Our reasonable endeavours to do so. All Advertisements are accepted at Our sole discretion and We reserve the right to refuse entries and Advertisements and to delete initial and Chargeable Text Entries.
- 5.6. 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.

6. YOUR OBLIGATIONS

- 6.1. You will ensure that all Advertisement(s) submitted to Us for inclusion in the Telephone Directory shall comply with the specifications as detailed in the Rate Card and/or any other instructions received from Us from time to time and that the Order Form shall be received by the Closing Date.
- 6.2. You grant to Us, Our agents, sub-contractors and service providers, a world-wide, royalty-free, fully paid up, transferable licence which shall be irrevocable during such time as the Contract is in force to provide the Service and to use, reproduce and display the Advertisement in the Telephone Directory.

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- 6.3. You will be responsible for ensuring that Your entries and Advertisements are accurate, complete, not misleading, legal, decent, honest and truthful and comply with relevant legislation and advertising guidelines. 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 are responsible for ensuring that the Advertisement(s) do not infringe any intellectual property rights of any third party. You will indemnify Us for any claims, losses or damages arising from any breach of this warranty by You including any third party claims. 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.
- 6.4. If You are placing an entry or Advertisements for a client, You shall be solely responsible for compliance with these Terms and Conditions and all charges owing to Us and You represent and warrant that You have the necessary authority from the client, and/or, that You are the owner of any copyright, material, trademark or logo which is incorporated into the Advertisement.
- 6.5. You will inform Us promptly of any changes, including 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 that We are duly notified of any changes regarding Your Standard Entries and Advertisements during the currency of each Telephone Directory.
- 6.6. If there is a disparity between the price written on the Order Form and the price billed by Us, the charges as advertised in the Ratecard will be applied, including Artwork Charges if applicable.
- 6.7. 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.

7. CHARGES

- 7.1. Payment for all charges, as specified in Our Ratecard, will be due upon presentation of an invoice by Us. You accept responsibility for any charges incurred.
- 7.2. All charges for the Service are detailed in Our Ratecard. All charges duly invoiced shall be payable within thirty (30) days after the date of invoice (being the "Due Date" for payment).
- 7.3. All charges will be invoiced to the named advertiser direct and will be billed to Our Service Number associated with the advertisers Standard Entry.
- 7.4. 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 Ratecard.
- 7.5. If You fail to make payment by the Due Date 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.
- 7.6. 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 Ratecard.

8. DEPOSITS AND PAYMENTS IN ADVANCE

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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.

9. CANCELLATION/TERMINATION

- 9.1. You may cancel an Advertisement in either the Online Directory or the Printed Directory by sending Us notice in writing not later than a relevant 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.
- 9.2. 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.
- 9.3. We may cancel the Contract with immediate effect (including removing any Advertisement or refrain from proceeding with any Advertisement You have ordered) if:
 - 9.3.1. We are unable to publish any Advertisement(s) as requested by You for reasons beyond Our control;
 - 9.3.2. You fail to pay any charges due under the Contract;
 - 9.3.3. You become subject to insolvency or bankruptcy proceedings; or
 - 9.3.4. You fail to comply with these Terms and Conditions and/or the Contract and You fail to remedy the breach within 25 days of being notified of such breach by Us or, where relevant, by the Closing Date if sooner.
- 9.4. 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.

10. 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 for the submission of the Advertisement(s) and the supply of Service.

11. INTELLECTUAL PROPERTY RIGHTS

Except where stated elsewhere in these Terms and Conditions, all intellectual property rights (including copyright) created by Us in connection with a Contract (including any and all rights in Artwork created by Us) shall unconditionally vest in Us and remain Our property.

12. COPYRIGHT

Our Telephone Directory has been compiled and published by Us, 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 are reserved.

13. INDEMNITY

- 13.1. You indemnify Us against all third party claims that may be made against Us or Our personnel and/or Our Group companies and all liability We or they may incur in connection with the Services (including the Standard Entries and Advertisements).

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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 trademarks design rights or confidentiality obligations.

14. LIABILITY

14.1. We do not exclude or limit Our liability for death or personal injury resulting from Our own negligence.

14.2. Save as provided in Clause 14.1, Our entire liability under any Contract shall not exceed 100% of the total charge for the Advertisement paid by You under that Contract for the Service that is the subject of the claim.

14.3. Except as set out in Clause 14.1 above, and subject to Clause 14.4, if We make an error in or omission from, or of, an Advertisement You shall be entitled to a refund of such part (not exceeding the whole) of the charge for the Advertisement concerned as is fair and reasonable (which We shall determine at Our sole discretion) having regard to the nature of the error or omission. If We make a serious error or omission (which We shall determine, at Our sole discretion), We may, in addition to giving a refund, publish or arrange the publication of a similar correct Advertisement free of charge in the next edition of the Directory.

14.4. 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 any loss of profit, business data, contracts, revenues or anticipated savings, or any incidental or special damages, howsoever arising) nor shall We be required to reprint or re-distribute the whole or any part of the Telephone Directory.

14.5. 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.

14.6. 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.

14.7. Save as provided for in Clause 14.1, 14.2 and 14.3, We shall have no other liability to You whatsoever in respect of any Contract.

15. USE OF INFORMATION AND DATA PROTECTION

15.1. Use of Your Personal Data will be in full compliance with all applicable laws and regulations, including without limitation the Data Protection (Bailiwick of Guernsey) Law 2001, as amended.

15.2. In providing information for inclusion in the Telephone Directory (including where relevant, Your Personal Data), You agree that:

15.2.1. We may use this information (including any of Your Personal Data) as provided for under these Terms and Conditions; and

15.2.2. We may also provide and transfer this information (including any of Your Personal Data) worldwide to:

15.2.2.1. members of Our Group; and/or

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15.2.2.2. third party sub-contractors or agents and/or directory service providers as required in connection with the preparation of the Telephone Directory.

15.3. We shall not transfer or permit any transfer of Your Personal Data to any place outside the European Economic Area, whether by itself or a third party, unless We are satisfied that We have an adequate level of protection in place as required under the Data Protection (Bailiwick of Guernsey) Law 2001, as amended.

15.4. You warrant that any third party who You represent has given their valid consent to the transfer of their Personal Data by You to Us and to the processing of their Personal Data by Us (or Our sub-contractors or agents) in connection with the provision of the Service.

16. CONTACT DETAILS

Requests relating to the provision of Service must be made to:

In writing: PO Box 3
La Vrangue
St. Peter Port
Guernsey
GY1 3AB

Email: directories@sure.com