

The Contract

1.1 When you order Services from us, you enter into a Contract with us. The Contract is made up of:-

- 1.1.1 these Conditions;
- 1.1.2 the Rate Card;
- 1.1.3 the Confirmation of Order; and
- 1.1.4 the Advertisement Order.

In the case of conflict between any of these documents, priority shall be given in the order in which they appear above.

The Contract applies to the exclusion of all other written or verbal representations, statements or understandings.

Except as expressly provided for in these Conditions none of our employees or agents have authority to agree any change to a Contract.

Definitions

2.1 In these Conditions

2.1.1 "Advertisement" means the advertisements and/or online Inserts referred to on the Advertisement Order.

2.1.2 "Advertisement Order" means a document or electronic communication which you complete and submit to us, under which you offer to purchase one or more Services from us.

2.1.3 "Amendment" means a change to the Content of an Advertisement.

2.1.4 "Artwork" means material suitable for our production purposes and containing the Content of an Advertisement.

2.1.5 "Bound Insert" means a bound insert type Advertisement.

2.1.6 "CCAR" means the Consumer Credit (Advertisements) Regulations 2004 or the Consumer Credit (Advertisements) Regulations 2010, as applicable.

2.1.7 "Classification" means a section of a Directory in which the Advertisements and Unpaid Entries are to be inserted and which is relevant to the trade or profession described in the heading used for that Classification.

2.1.8 "Conditions" means these contractual conditions.

2.1.9 "Confirmation of Order" means a document or electronic communication that we issue to you to confirm acceptance or cancellation of your Advertisement Order or Order Change.

2.1.10 "Content" means any and all of the text, graphics, images, logos, photographs, layout, design, shading and colouration constituting or intended to be included in an Advertisement.

2.1.11 "Contract" means a contract between you and us as described in Condition 1.1. Each Advertisement and the production of each piece of Artwork shall be treated as a separate Contract.

2.1.12 "Directory" means any printed directory published by us into which you wish Advertisements to be inserted.

2.1.13 "Final Amendment Date" means the latest date by which you may request an Amendment, which date is shown in the Confirmation of Order sent to you, or otherwise notified to you from time to time. We may change the Final Amendment Date on reasonable grounds.

2.1.14 "Financial Services Regulatory Regime" means the regime (regulated by the Financial Services Authority pursuant to the Financial Services and Markets Act 2000 and other laws) which governs the conduct of business and the advertising and promotion of financial products and services.

"Order Changes" means a change either to the Advertisement size, Artwork, Classification

or the Directory edition in which an Advertisement is to appear. An Order Change may result in a change to the price of the Advertisement.

"Promotional Advertisement" means an advertisement type made available by us as part of a promotional offer or at a discounted rate.

"Proprietary Material" means any of your (or a third party's) copyright material, brand names, trade or service marks, devices or logos.

"Rate Card" means a price list issued by us from time to time giving the prices of Advertisements and other details relating to the online marketing of Directories. You may obtain a copy of the Rate Card from Road Runner Hire or from our sales representative.

"Services" means the services to be performed by us in accordance with a Contract for the insertion of Advertisements into Directories, the production of Artwork, or the design and/or production of Bound Inserts, as the case may be.

2.1.21 "Unpaid Entries" means the discretionary entries included in Directories and more particularly described in Condition 14.

2.1.22 "us" means all of (1) Road Runner Hire, a company registered in England and Wales; and (2) each of its subsidiaries, its holding company and any subsidiaries of such holding company as defined in section

1159 of the Companies Act 2006. "we" and "our" has a corresponding meaning.

2.1.23 "Road Runner Hire" means the internet based facility at www.roadrunnerhire.com/www.roadrunnerhire.co.uk by and through which customers that have registered to use the facility may order, cancel (if applicable), amend and/or

pay for products and services and manage their accounts with us.

2.1.24 "you" means the person, company or other organisation (named on the Advertisement Order as the customer) who offers to purchase one or more Services or a person, company or other organisation who or which enters into a Contract with us for the provision of Services; and "your" shall have a corresponding meaning.

2.2 Words denoting the singular include the plural and vice versa.

2.3 The headings in these Conditions are for convenience only and shall not affect the interpretation.

2.4 Reference to any statute or statutory provision includes reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

2.5 Notices that are required to be "in writing" or "written", must not be given by email.

Amendments, Order Changes and Cancellations

4.1 Amendment / Order Change by You:

4.1.1 Except in the case of Promotional Advertisements, you may request an Amendment or an Order Change at any time before the Final Amendment Date.

Promotional Advertisements may be restricted in availability to certain Classifications,

Directories and advertisement sizes and types. In the case of Promotional Advertisements, you will only be permitted to request changes to Content in accordance with this Condition 4.1.

4.1.2 Subject to Condition 4.1.4, you must make requests for Amendments or Order Changes, as follows:

a. in writing on your own business stationery to us at the address shown on the Advertisement Order;

- b. using Road Runner Hire; or
- c. by amending, signing and returning a proof sent to you by us within the time limits imposed by the Contract

4.1.3 If practicable prior to the Final Amendment Date, we will issue to you a note confirming receipt and giving details of the Amendment. You should check the details

carefully and should advise us immediately of any errors or omissions.

4.1.4 You may elect to telephone a request for an Amendment before the Final Amendment Date to our Customer Service telephone number. If you do this, or request an Amendment through our sales representative, we will not accept any liability for the accuracy of the subsequently amended Advertisement and we may decline to accept the Amendment.

4.1.5 Requests for an Order Change can only be considered by us if made in accordance with the provisions of Condition 4.1.2. Each Order Change shall be chargeable to you at the appropriate rates shown in our then current Rate Card.

4.1.6 A request for an Order Change shall be taken to be subject to and incorporate these Conditions and shall be accepted by us on the despatch of a corresponding Confirmation of Order.

4.1.7 If an Order Change is not accepted by us then we shall proceed with the publication of the previously ordered Services unless such Services have been cancelled in accordance with these Conditions.

4.2 Cancellation by You

4.2.1 Except where you have a statutory right or as provided in Condition 4.2.3, you shall not have the right to cancel a Contract for Artwork.

4.2.2 In addition to any statutory rights you may have, you may apply to cancel an Advertisement (without charge, subject to Condition 4.2.5) any time prior to the Final Amendment Date (or, in the case of Bound Inserts, any time provided it is at least seven (7) days prior the Final Amendment Date) by:-

- a. giving notice as provided for in Condition 18;
- b. telephoning our Customer Service department (using the telephone number shown on the Advertisement Order) followed by a written notice which must be received by us within seven (7) days of your telephone call to Customer Services; or

- c. using Road Runner Hire

4.2.3 If we change these Conditions, improve a Service or change our Contract with you, as provided for in Condition 4.3 you may apply within fourteen (14) days of receipt of the notice referred to in Condition 4.3 to cancel your Advertisements or a Contract for Artwork without charge.

4.2.4 Except where you have a statutory right to cancel, no Advertisement or Contract for Artwork shall be taken to have been cancelled under this Condition 4.2 until we have issued a Confirmation of Order accepting the cancellation.

4.2.5 Subject to Condition 4.2.4, if you cancel a Contract for Inserts, you must pay us a reasonable charge for any design work completed by us prior to the date of cancellation and our costs of the materials incurred.

4.3 Amendment by us

4.3.1 We may change these Conditions from time to time. A change will be effective immediately upon publication of the modified Conditions on Road Runner Hire.

4.3.2 We have a policy of continuously improving our products and services. Subject to Condition 4.2.3, we may change any aspect of the Services from time to time.

Such changes may include the marketing of Directories; the

title, font, format, type, look and feel and/or size of any Directory; our advertisement policies; the range of available Advertisement types and the Classification and Classification headings and search facilities used in Directories. If we reasonably consider that such a change is likely to have a serious detrimental financial effect on you, then we will notify you of such change but shall not otherwise be obliged to inform you.

4.4 Cancellation by us

4.4.1 We may (without affecting any other right or remedy we may have) remove any Advertisement or refrain from proceeding with any other Advertisement you have ordered and/or refuse any further Advertisement ordered without penalty and with immediate effect if:

a. you fail to pay when it is due any sum payable under any agreement between you and us, and such sum remains outstanding;

b. you commit a material breach of any provision of the Contract, or a series of breaches which, when taken together, amount to a material breach of the Contract, unless in the case of a breach which is capable of remedy you have remedied the breach or breaches within fourteen (14) days of receiving a written request to do so;

c. you cease or threaten to cease to carry on business or are unable to pay your debts as they fall due;

d. if you are a limited company, you convene a meeting of your creditors or a resolution is passed or proposed for your voluntary winding up or a petition for your compulsory winding up is presented or proposed; if you are a person, firm or a partnership, you, or any one of you, convene a meeting of your creditors or a resolution is passed or proposed for an individual voluntary arrangement for you or any one of you, or a petition for your, or any one of your, bankruptcy is presented or proposed;

e. an administrator, receiver, manager or supervisor of a composition or scheme is appointed or applied for by you or any one of you;

f. you fail to provide Content that is compliant with your obligations set out in Condition 7.2; or you fail to approve a proof sent to you as required for a specific product;

g. you breach Condition 12.1.

h. you are the subject of a receiving order in bankruptcy (or in Scotland are sequestrated or in Northern Ireland are adjudicated bankrupt) or suffer execution, distress, any form of diligence or seizure to be levied or effected on or against your premises, assets or effects;

4.4.2 We may cancel any Contract (in whole or in part) without penalty by giving you not less than seven (7) days' notice in writing, to expire at any time before the proposed insertion date of the Directory concerned.

4.4.3 We may (without affecting any other right or remedy that we may have) suspend or refrain from processing your request for renewal of an Advertisement Order if you fail to pay any instalment or payment demanded by us from you. When or if all payments due are received by Road Runner as cleared funds prior to the proposed

Insertion date of the relevant Directory we may, without notification to you, recommence processing of the relevant Advertisement Order. We are neither responsible nor liable for our failure to process your Advertisement Order or insert your Advertisement in the above circumstances.

Charges and Payment

5.1 The charge for each Advertisement or for Artwork (or the total charge for a number of Advertisements and Artwork) shall be that set out on the respective Advertisement Order or that which may be calculated from the Rate Card applicable to the Advertisements or Artwork concerned. If a reduction is shown in respect of a promotional offer and you

continue to meet all the terms of eligibility relating to that promotional offer then the charge shall be reduced by the amount shown but not otherwise. Terms of eligibility for promotional offers will be made available by us on request.

5.2 Unless otherwise agreed in writing, payment in full shall become due and payable from you on demand. If payment is to be made in instalments and if you fail to pay any instalment on its due date then we shall be entitled to demand payment of the unpaid balance including all arrears. We shall be entitled to charge you interest on overdue payments at the rate of 4% per annum above the then current base lending rate of HSBC Bank Plc. Interest shall accrue on a daily basis from the date the payment became due until you make payment of the overdue amount.

5.3 Unless you tell us otherwise, we will issue all information and other documents related to your Advertisements, orders and account (including, without limitation, your

Confirmation of Order, invoices, statements, etc) to your Online Account.

5.4 Unless you tell us otherwise, we will make your invoice available for you to access via your Online Account. We'll send you an email to let you know when it is available. You are responsible for accessing your Online Account and checking your invoices.

5.5 If you fail to comply with any of the Conditions, you will still continue to be liable for all charges due and to become due.

Our Obligations

6.1 We will, subject to these Conditions:

6.1.1 subject to Condition 6.1.2, Insert the applicable Advertisements within the appropriate Classifications in the appropriate Directories;

6.1.2 Place the online Inserts in the appropriate Directories;

6.1.3 produce or arrange the production of Artwork if ordered by you pursuant to the Contract; and

6.1.4 Market the online directory.

6.2 In respect of a Contract for the design and/or production of Artwork:

6.2.1 we grant you a non-exclusive, non-transferable licence to use Artwork in the Advertisements for insertion in Directories. You must not use the Artwork for any other purpose.

6.2.2 we will ensure that Artwork will be available in sufficient time for inclusion in the Advertisement and will be suitable for our production processes.

6.3 We do not give any warranty, condition or undertaking whatsoever as to the duration of the lifetime of any Directory.

6.4 Reproduction Quality and Limitations: Proofs that may be issued by us pursuant to Condition 9 are produced using different processes and on different software from those processes and software used in the final insertion of Directories. You understand and accept that the reproduction quality of Directories will generally be of a

lower definition. In the case of a colour Advertisement, you understand and agree that there will be some variation between the colour and shading shown in any proof and the version as inserted in the Directory. Similarly, there may occasionally be

some colour and tonal variation between adjacent pages in the same Directory and this factor may adversely affect the appearance of an Advertisement. In any event, we will not have any liability for any degraded definition, colour variation or alignment imperfections, no matter how they may occur.

Your Obligations

7.1 Materials to be provided

7.1.1 Except for Artwork ordered pursuant to a Contract, you shall supply to us, whenever appropriate, such materials for inserts as may be required by us to insert the Advertisement. Such materials must be of a quality suitable for our use and must be delivered to a designated location in sufficient time to suit our production requirements for each Directory concerned. We do not undertake to return any materials supplied by you or any media on which they were originally supplied to us.

7.1.2 We shall not be obliged to insert any Advertisement for which you have failed to provide the materials or inserts at the correct time or have provided materials or inserts of an unsuitable quality. If we do insert such an Advertisement, we will do so based on the information available to us at the Final Amendment Date and we will have no liability to you in respect of the online Advertisement.

7.2 Content

7.2.1 You shall comply in all respects with the provisions of all statutes and statutory instruments applicable to any Advertisement intended for publication in a Directory, including (without limitation) the Trade Description Act 1968, the Consumer Credit Act

1974, Local Government (Miscellaneous Provisions) Act 1976, the Surrogacy Arrangements Act 1985, Financial Services and Markets Act 2000 ("FSMA"), FSMA (Financial Promotion) Order 2005 and the CCAR.

7.2.2 You shall comply in all respects with:

- a. the British Code of Advertising, Sales Promotion and Direct Marketing;
- b. any and all guidance, codes or other regulations made available by any competent authority having jurisdiction over or responsibility for the regulation of advertising, including, without limitation, Ofcom, the Independent Committee for the Supervision of Telephone Information Services, or the Advertising Standards Authority; and
- c. our advertisement policies, which are available on Road Runner Hire, current, in all cases, as at the Final Amendment Date applicable to an Advertisement.

7.2.3 If your activities, conduct, advertising or promotion fall within the Financial Services Regulatory Regime, you must:-

- a. complete and sign a Credit and Financial Services Advertising Customer Declaration ("CFSA Customer Declaration"), which is available on Yell Direct or from our sales representative; and
- b. fully comply with the additional terms and conditions on the CFSA Customer Declaration.

7.2.4 You hereby agree, undertake and warrant that if you place an Advertisement Order or otherwise request insertion of any Content which consists of or includes a financial promotion (other than a financial promotion to which an exemption under the FSMA (Financial Promotion) Order 2005 applies), you will ensure that, prior to the proposed date of insertion, the final Content of each such Advertisement will have been approved in writing for insertion in the relevant Directory for the purposes of s21 of FSMA by a person authorised by the Financial Services Authority.

7.2.5 If you place an Advertisement Order or otherwise request insertion of any

Content which consists of or includes anything within the Financial Services Regulatory Regime, within seven days of a request from us, you must provide or arrange the provision of:

- a. proof that you are authorised by the Financial Services Authority or that you are an appointed representative as indicated in the customer declaration; and
- b. a certified copy of the authorised person's written approval as required by Condition 7.2.4 or
- c. an explanation of the applicable exemption or other reason why s21(1) of FSMA does not apply.

We may make such a request any time after submission of your Advertisement Order, until 24 months after the insertion date of the relevant Directory.

7.2.6 You hereby agree, undertake and warrant that if you place an Advertisement Order or otherwise request insertion of any Content which consists of or includes content governed by the CCAR:

- a. you hold any credit licence as may be required pursuant to the Consumer Credit Act 1974;
- b. the final Content to be inserted by us complies in each and every respect with the CCAR and any amendments, re-enactments or substitutions in force as at the proposed date of publication and has been certified as compliant and suitable for insertion in a Directory by a person of appropriate expertise; and
- c. any Annual Percentage Rate ("APR"), including any typical APR, in the Content:
 - i. has been calculated, as at the proposed date of publication, in accordance with the provisions of the CCAR and any amendments, reenactments or substitutions in force; and
 - ii. has been certified as correct and suitable for insertion in a Directory in writing by a person of appropriate expertise such as your auditor, compliance officer or chartered accountant.
- d. you will notify us immediately if you become aware of any event or matter occurring between the date the CFSA Customer Declaration is submitted to us and the publication date shown on the CFSA Customer Declaration which causes, or could cause, the insertion of the Content or any part of the Content to constitute an offence under s46(1) and/or s47(1) of the Consumer Credit Act 1974.

7.2.7 Further if you place an Advertisement Order or otherwise request insertion of any Content which consists of or includes content governed by the CCAR, within seven (7) days of a request from us, you will provide or arrange the provision of:

- a. proof that you are licensed by the Office of Fair Trading in accordance with Condition 7.2.6(a);
- b. a certified copy of the certificate of compliance in accordance with Condition 7.2.6(b); and/or
- c. a certified copy of the calculations carried out in accordance with Condition 7.2.6(c)(i) and the written certification in accordance with Condition 7.2.6(c)(ii).

We may make such a request any time after submission of your Advertisement Order, until twenty-four (24) months after the publication date of the relevant Directory.

7.2.8 Even though a Contract is in place between you and us, we may refuse to insert any Advertisement or any part thereof where:

- a. we consider that the Content is contrary to or infringes the terms of any law or the right or privilege of any person or that it may mislead members of the

public or that members of the public might find it offensive prejudicial or inflammatory or that it is likely to subject us to prosecution, criticism or embarrassment; and or

b. you have failed to provide any information or document requested by us pursuant to Condition 7.2.5 and/or Condition 7.2.7;

c. you have notified us that the publication of Content submitted with a CFSA Customer Declaration may constitute an offence under s46(1) and/or s47(1) of the Consumer Credit Act 1974 pursuant to Condition 7.2.6(d) and you fail to provide suitably amended, and (where relevant) certified, Content within the time specified by us or where such notification has been given in insufficient time to enable us to process any amendment to the Content before publication.

7.2.9 We reserve the right to delete any Proprietary Material from an Advertisement where we have reasonable grounds to believe that the owner or controller of such Proprietary Material has withheld or withdrawn permission for your use of the same. In these circumstances, deletion shall not be deemed to be a breach of our obligations under the Contract.

7.2.10 You warrant that, where any Advertisement contains indications, offers and promotions that are time sensitive including, by way of example and not by way of limitation, prices, those indications, offers and promotions will be presented in a way so as not to mislead users of the Directories concerned.

7.2.11 We may provide a copy of your Advertisement or Artwork to the Advertising Standards Authority or any successor or similar competent body as we see fit, to determine whether such Advertisement or Artwork is suitable (from a regulatory perspective) for publication in a Directory. You consent to such disclosure.

7.4 If you make any change to your business name, address, telephone number, authorised representative or legal status, you must promptly notify us in writing on your own business stationery.

Limitation of Liability

8.1 We do not exclude or limit our liability for death or personal injury resulting from our own negligence, or for fraudulent misrepresentation.

8.2 Save as provided in Condition 8.1, we shall not be liable, to the maximum extent permitted by applicable law, for any of the following losses or damage (whether arising in contract, tort (including negligence), strict liability or otherwise and whether such losses or

damage were foreseen, foreseeable, known or otherwise):

8.2.1 loss of revenue;

8.2.2 loss of actual or anticipated profits (including for loss of profits on contracts);

8.2.3 loss of anticipated savings;

8.2.4 loss of business;

8.2.5 loss of opportunity;

8.2.6 loss of goodwill;

8.2.7 loss of reputation;

8.2.8 loss of, damage to, or corruption of data or software;

8.2.9 wasted expenditure; or

8.2.10 any indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in Conditions 8.2.1 to 8.2.9).

8.3 Except as set out in Condition 8.1 above, and subject to Condition 4.1.4, 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 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, insert or arrange the insertion of a similar correct Advertisement free of charge in the next edition of the Directory concerned.

8.4 If a third party disputes your right to use Artwork in accordance with the licences at Condition 6.2.1, we shall either produce or arrange the production of replacement Artwork for your future use or, if you choose, refund to you any payments made pursuant to the Contract in respect of the Artwork unless we produced the Artwork according to your direction or from references supplied by you, in which case, we will have no liability to you.

Renewal or Extension of Contract

16.1 By entering into a Contract with us for the Services set out on the Advertisement

Order you agree to enter into a contract for advertising in THE NEXT AND FOLLOWING

issues or versions of the relevant Directory of an entry unless you opt out, provided:

16.1.1 the form, content and distribution of the later relevant Directory is materially the same as the form content and distribution of the earlier relevant Directory;

16.1.2. the form and content of the later entry is materially the same as the form and content of the earlier entry; and

16.1.3. a notice in writing together with the details of your order have been sent to you by us at least forty-five (45) days before the Final Amendment Date of that RESPECTIVE later issue or version of the relevant Directory and you have not written to us withdrawing your agreement to the renewal or extension of the earlier Contract seven (7) days prior to the Final Amendment Date of that RESPECTIVE later issue or version of the RELEVANT Directory.

16.2 In the event that you opt out or do not renew the following issue or version of the relevant Directory and you wish to advertise with us a new Contract on a new Advertisement Order will be required.

Force Majeure

We shall not be liable in respect of any breach of any Contract due to any cause beyond our reasonable control.

General

22.1 You shall not assign or otherwise dispose of all or any of your rights or obligations under any Contract without obtaining our prior written consent.

22.2 Failure of either party to assert its rights in relation to any breach of any Contract shall not constitute a waiver of such rights, nor will any such waiver be implied.

22.3 Each provision of these Conditions shall be read separately and shall be severable from these Conditions. If any provision of these Conditions (or portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of these Conditions will not be affected.

22.4 We may disclose to third parties any address at which you conduct business and which is known to us, whether or not the same is published in Advertisements. You consent to such disclosure.

22.5 At our sole discretion we may accept requests to process Advertisement Orders by electronic means and other technologies (whether now known or invented in future)

provided always that you fully comply with our guidance and instructions applicable to those processes. Road Runner Hire is neither liable to you, nor responsible for: (1) incomplete, lost, garbled, or misdirected Advertisement Orders; or (2) your failure to fully comply with guidance and instructions issued by us.

Applicable law and Jurisdiction

The Contract shall be governed by the laws of England and the Courts of England and Wales shall have exclusive jurisdiction to hear disputes arising out of the Contract.

Cancellation Policy

36. The cancellation period for an Advertisement varies according to the publication.

The Advertiser should refer to the relevant rate card at

www.roadrunnerhire.com

Cancellation will only be effective on confirmation of receipt of your notice.

37. If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, Road runner Hire may treat the order as cancelled.