



Contents

1. Interpretation
2. Commencement of this Contract
3. Quality of Service and/or Information
4. Content of the Service
5. General Requirements
6. BT Equipment and Access
7. Fault Repair
8. BT's other Obligation
9. BT's Rights
10. General Powers
11. Intellectual Property Rights
12. Indemnities
13. Confidentiality
14. Financial Provisions
15. Payments in Advance and Deposit
16. Limitation of Liability
17. Matters beyond the reasonable control of BT or the Customer
18. Cancellation
19. Termination
20. Breach of Contract
21. Transfer of Rights and Obligations
22. Changes to the Contract
23. Notices
24. Third Party Rights
25. Escalation and Dispute Resolution
26. Severability
27. Law and Jurisdiction

Conditions for BT DQC 118xxx Service

1. INTERPRETATION

1.1 This Contract is for:

The provision of BT's DQC 118XXX Service.

1.2 In this Contract:

"Associate" has the meaning defined in S435 of the Insolvency Act 1986.

"Base Commitment" means the minimum Call Payment required to be generated by the Customer as set out in the Price List

"Bureau Service" means the provision of a managed service by the Customer to information providers.

"BT" means British Telecommunications plc.

"BT DQC 118XXX" means the 118XXX Service as described in the BT Price List.

"BT Equipment" means equipment (including any software) placed on a Site for the provision of the Service.

"BT Group Company" means a BT subsidiary or holding company including without limitation a holding company of BT, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985, as amended by the Companies Act 1989.

"BT Licence" means the Licence (granted under Section 7 of the Telecommunications Act 1984) which authorises BT to run the BT Network.

"BT Network" means BT's public switched telecommunications system.

"Call" means a telephone call made to the Service.

"Caller" means a person who makes a Call.

"Call Payment" means the relevant payment that BT makes to the Customer, monthly in arrears, for Calls to the Service.

"Call Revenue" means the amount payable by Callers to BT for the Service.

"Contract" means the contract between the Customer and BT incorporating the documents detailed at paragraph 1.3.

"Customer" means the person with whom BT makes this Contract and includes a person reasonably appearing to BT to act with that Customer's authority or knowledge.

"Customer Commitment" means the minimum number of minutes to which the Customer commits as specified in the Order Form.

"Customer's Licence" means the licence (granted under Section 7 of the Telecommunications Act 1984) that authorises the Customer to run the Customer's telecommunications system.

"Information" means information and content which is to be made available to Callers.

"ICSTIS" means the Independent Committee for the Supervision of Standards of Telephone Information Services or any similar body which may be appointed in addition to or in substitution for ICSTIS.

"Minimum Period" means the period referred to in paragraph 2.2.

"OFCOM" means the Office of Communications.

"Operational Service Date" means the date on which Service is first made available to the Customer or the date when the Customer first starts to use the Service, whichever is the earlier.

"Service" means any kind of message or information service offered to a Caller over BT DQC 118XXX by the Customer using the Information, or any part of such service, and where appropriate includes any advertising and promotional material used by the Customer.

"Site" means a place at which BT agrees to provide the Service.

1.3 These Conditions, the Order Form and all definitions, notes, terms and conditions referred to in this Contract or set out in the BT Price List, where relevant and unless stated otherwise, form part of the Contract between BT and the Customer for the provision of BT DQC 118XXX Service. The BT Price List can be inspected at, or copies of the relevant pages can be obtained from www.serviceview.bt.com/list/homepage.htm

Conditions for BT DQC 118xxx Service

1.4 This Contract governs the provision of BT DQC 118XXX to the exclusion of any other oral or written statement or agreement whatever its legal character.

1.5 For the avoidance of doubt, BT is not the Customer's agent for any purpose connected with this Contract.

2. COMMENCEMENT OF THIS CONTRACT

2.1 This Contract begins on the date that both parties sign the Order Form.

2.2 The Minimum Period of this Contract is 12 months, the period set out in the BT Price List or any other period stated in writing by BT and commences on the Operational Service Date. The Minimum Period does not prevent BT from exercising its rights under the Contract to suspend or bar access by Callers to the Service.

2.3 If the Customer terminates this Contract during the Minimum Period the Customer must pay BT the early termination charge shown in the BT Price List. The Customer will not be liable for the early termination charge if BT changes:

- (a) the rental payable by the Customer to BT or;
- (b) the charges payable by Callers, or;
- (c) the amount payable by BT to the Customer under this Contract as detailed in the BT Price List

and the Customer gives BT one month's written notice of termination and the notice is given within two weeks of the Customer being notified of the change.

2.4 Any date specified by BT as the Operational Service Date is only an estimate and BT does not accept any liability for failure to meet that date.

3. QUALITY OF THE SERVICE AND/OR INFORMATION

3.1 The Customer must provide Service or Information of a quality and kind likely to promote the Service, which is suitable to be available via the BT DQC118XXX number range and that is not likely to bring BT into disrepute. Whether or not the Service or Information complies with this paragraph shall be determined by BT and BT's determination shall be binding on the Customer.

3.2 BT accepts no responsibility for the Information or the Service provided by the Customer to Callers.

3.3 The Customer must not state or imply any approval or endorsement by BT of the Information or the Service provided by the Customer to Callers or refer to BT without the express approval in writing of a duly authorised employee of BT.

4. CONTENT OF THE SERVICE

4.1 The Customer must comply at all times with any code of practice, as amended from time to time, published by ICSTIS, or any other competent authority, which applies to or otherwise affects the Service or Information. The Customer must abide by any instruction, direction, recommendation, opinion or advice that ICSTIS gives with regard to services or information generally or with regard to a particular type of service or information. This obligation does not affect the Customer's obligations under paragraphs 3.1, 3.3 or 5.6, or BT's rights under paragraphs 9, 19 or 20.

4.2 The Customer must not provide in the Service or Information any information or material any part of which would, or the sending of which over the BT Network would, be a criminal offence, or otherwise unlawful in the UK. In particular the Service must not be used to send messages or other material, which are offensive, indecent, menacing, a nuisance or a hoax.

4.3 The Customer must ensure that before the Service or Information is provided to the Caller all rights, licences and consents including any intellectual property rights, have been obtained and all requirements of law complied with as may be necessary. BT may request evidence from the Customer of compliance with this paragraph, and the Customer must comply with such request immediately.

4.4 The Customer must comply with all requirements and conditions at any time imposed on the Customer by law, which are applicable to or affect the Service or Information or the conduct of the Customer's business. The Customer must reasonably assist BT to comply with all requirements and conditions at any time imposed on BT by law in the UK, which are applicable to or affect the Service or Information.

4.5 Where the Customer contracts with a third party information provider then the Customer

is obliged to bring the ICSTIS code of practice to their notice.

5.6 The Customer must not use the Service in breach of any instructions given under paragraph 10(c).

5. GENERAL REQUIREMENTS

6. BT EQUIPMENT AND ACCESS

5.1 In order that BT may protect the integrity of the BT Network the Customer must:

6.1 If BT needs to install BT Equipment at a Site to enable BT to provide the Service the Customer will prior to installation:

(a) use reasonable endeavours to ensure that the number of attempted Calls at any time does not significantly exceed the 118XXX network capacity for which the Customer has contracted with BT. Should the capacity be exceeded BT may notify the Customer and the Customer must promptly take all reasonable steps to reduce the Call volume and/or steps to prevent such excess. Reasonable steps include, but are not limited to, renting additional network capacity or adjusting promotional activities for the Service (or both); and

(a) prepare the Site in accordance with BT's reasonable instructions, if any;

(b) make available a suitable place and conditions for the BT Equipment; and

(c) provide at no charge to BT sufficient electricity to power the BT Equipment.

(b) at all times retain control of the 118XXX network capacity provided by BT.

After installation is completed it is the Customer's responsibility to restore the condition of the Site, including any re-decorating that may be required. However, subject to paragraph 16.5, BT will be responsible for the reasonable costs of any work to restore the Site to its original condition and which is required as a direct result of BT's negligence.

5.2 The Customer must, on request, provide BT or ICSTIS (or both) with such information or material relating to the Service or a future Service as BT or ICSTIS (or both) may reasonably request in order to carry out any investigation in connection with:

6.2 The Customer is responsible for the BT Equipment and must not add to, modify or in any way interfere with, nor allow anyone else (other than someone authorised by BT) to do so. The BT Equipment remains the property of BT and the Customer will be liable to BT for any loss of or damage to the BT Equipment whilst it is in the Customer's possession, custody or control, except where such loss or damage is due to fair wear and tear or is caused by BT or anyone acting on BT's behalf.

(a) the Service; or

(b) the Customer's relationship with a person providing information for inclusion in the Service.

5.3 The Customer must provide BT with such information relating to the Service or a future Service as BT may reasonably request to enable BT to promote 118XXX in accordance with paragraph 8.

6.3 The Customer must ensure that any equipment:

(a) connected to or used with the Service is connected and used in accordance with any applicable instructions, safety and security procedures; and

(b) attached (directly or indirectly) to the Service is compliant with any relevant legislation.

5.4 The Customer must not make, nor have anyone make on the Customer's behalf, Calls to the Service other than at reasonable intervals for the purpose of testing that the Service is operating correctly.

5.5 The Customer must, on notice from BT, immediately cease to provide any Service which BT determines to be a breach of paragraphs 3.1, 3.3, 4.1, 4.2, 4.3 or 4.4 of this Contract.

6.4 To enable BT to carry out its obligations under this Contract, the Customer will provide BT employees and anyone acting on BT's behalf, who produces a valid identity card, with access at all reasonable times to any Site or any other premises outside BT's control.

Conditions for BT DQC 118xxx Service

- 6.5 BT employees and anyone acting on BT's behalf will observe reasonable Site regulations as previously advised in writing to BT by the Customer. In the event of any conflict between the Site regulations and these Conditions, these Conditions will prevail.
- 6.6 BT and the Customer will meet each other's reasonable requirements for the safety of people on any Site.
- 7. FAULT REPAIR**
- 7.1 BT does not guarantee that the Service will be free of faults but BT will attend to any faults reported to it in accordance with this paragraph 7. The Customer is entitled only to the quality of service provided by BT to its DQC 118XXX customers generally.
- 7.2 BT will work on any fault in the Service that is reported to it according to the repair service BT has agreed to provide to the Customer. The available repair services are described in the BT Price List.
- 7.3 Where BT agrees to work on a fault outside the hours covered by the repair service which BT has agreed to provide to the Customer, the Customer must pay BT's additional charges set out in the BT Price List.
- 7.4 If the Customer reports a fault in the BT DQC 118XXX and no fault is found or someone at the Site has caused the fault BT may charge the Customer for the work carried out to find the fault or to repair it. BT's charges for this are set out in the BT Price List.
- 8. BT'S OTHER OBLIGATION**
- BT may promote BT DQC 118XXX but agrees not to promote or otherwise make reference to the Service in its published information, without the written consent of the Customer which must not be unreasonably withheld.
- 9. BT RIGHTS**
- 9.1 BT may bar access to the Service by Callers if the Customer is in breach of paragraphs 3.1, 3.3, 4.1, 4.2 4.3 or 4.4 of this Contract, or of any other Contract with BT for BT DQC 118XXX, until such time as the breach has been remedied or the Customer has given undertakings to the satisfaction of BT, ICSTIS and OFCOM (or any of them). BT will not be liable to the Customer for barring access to the Service for the reasons stated in this paragraph. BT must inform the Customer as soon as reasonably practicable that access to the Service is to be or has been barred.
- 9.2 BT may bar access to the Service by Callers if BT has reason to believe that:
- (a) the Customer is not providing a bona fide Service or Information; or
 - (b) the Customer is conducting business illegally or for an illegal purpose; or
 - (c) the Service or the Information is being used in connection with the carrying out of a fraud or a criminal offence against BT, or any other public telecommunications operator.
- 9.3 BT may suspend the Service in the event that the Customer or any of its officers, partners, employees, Associates or the officers or employees of an Associate of the Customer is arrested or prosecuted in connection with a criminal offence relating to the Service or telephone service, or a similar type of service provided by another public telecommunications operator.
- 9.4 The Customer agrees that BT or ICSTIS (or both) may monitor the Service where either of them considers this to be appropriate.
- 10. GENERAL POWERS**
- BT may:
- (a) vary the technical specification of the Service for operational reasons;
 - (b) temporarily suspend the Service for operational reasons or because of an emergency; and
 - (c) give the Customer instructions that it believes are necessary for health or safety, or for the quality of the Service that it supplies to the Customer or to its other customers.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 This Contract does not operate as an assignment to either party of any copyright, registered design, trademark or any other intellectual property in the Service.
- 11.2 Subject to paragraph 11.1, all copyright as may subsist in the form or presentation of the Service provided by the Customer shall be vested in the Customer.

Conditions for BT DQC 118xxx Service

11.3 Nothing in this Contract shall entitle either party to use the other party's name, logo or trademark or any intellectual property in connection with the Service without the prior written consent of the other.

12. INDEMNITIES

12.1 The Customer will indemnify BT against all liabilities actions proceedings claims and demands arising directly or indirectly out of or in connection with the provision or use of the Service or the Information or the conduct of the Customer's business. The Customer shall effect and maintain suitable legal liability insurance of not less than £1 million for each and every claim arising and shall produce to BT on demand a copy of the policy of insurance together with the receipt for the current premium.

13. CONFIDENTIALITY

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

13.2 This paragraph 13 will not apply to:

- (a) any information which has been published other than through a breach of this Contract;
- (b) information lawfully in the possession of the recipient before the disclosure under this Contract 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 he did not, could be required to do so by law.

13.3 This paragraph 13 will remain in effect for 2 years after the termination of this Contract.

14. FINANCIAL PROVISIONS

14.1 The Customer must pay BT all applicable charges for BT DQC 118XXX as set out in the BT Price List within 14 days of invoice date. BT may charge interest on late

payments at a rate equal to 4% per annum above the base payments of HSBC Bank plc.

14.2 BT must pay the Customer all applicable Call Payments as set out in the BT Price List. Subject to BT's rights under this paragraph 14 to withhold payment, such payments are payable within 30 days of the end of any period over which they are calculated, and must be accompanied by a statement showing details of the calculation of the payment. The Call Payment due to the Customer shall be calculated in accordance with the duration of Calls to the Service or Information as indicated by BT's equipment contained within the BT Network and not by any apparatus owned or rented by the Customer. A proportion of every call payment will be retained by BT and paid to ICSTIS in respect of the ICSTIS funding levy in accordance with the ICSTIS code of practice. The rate at which the levy is applied will be in accordance with the prevailing rate as notified by ICSTIS on the ICSTIS website.

14.3 In the event that any sum owed by the Customer to BT under this or any other contract with BT is not paid by the due date, BT may deduct such sum from any sum payable to the Customer in accordance with paragraph 14.2.

14.4 BT may withhold any Call Payments due to the Customer under this Contract and any other contract without notice if BT has reason to believe that:

- (a) the Customer is not or has not been providing a bona fide Service or Information; or
- (b) the Service or Information is in breach of paragraphs 3.1, 3.3, 4.1, 4.2, 4.3 or 4.4; or
- (d) the Customer is conducting his business illegally or for an illegal purpose; or
- (d) the Service or the Information is being used in connection with the carrying out of a fraud or a criminal offence against BT or any other public telecommunications operator. BT may retain any payments withheld in accordance with this paragraph until such time as BT is satisfied that none of the events specified in 14.4 (a)-(d) has occurred.

Conditions for BT DQC 118xxx Service

- 14.5 Where BT satisfies itself that an event specified in paragraph 14.4 (a) to (d) has occurred, the Customer will not be entitled to any payments, that would otherwise have been due to the Customer, in respect of Calls to the Service or Information, whilst such event was happening.
- 14.6 Where access to a Service or Information is obtained by a Caller without payment of the appropriate Call Revenue to BT or any other public telecommunications operator then the Customer will not be entitled to any Call Payment from BT in respect of such Call.
- 14.7 Where a Caller withholds payment of a bill, or any part of a bill, due to BT for telephone service, because the bill includes charges for Calls to the Service, BT shall be entitled to deduct and retain a sum equal to the amount of any withheld payment from any sum otherwise payable by BT to the Customer under this or any other contract with BT, until the Caller makes that payment to BT.
- 14.8 The Customer will only become disentitled to Call Payment in accordance with the provisions of paragraphs 14.6 and 14.7 when the amount not paid to BT is in excess of the amount calculated in accordance with the formula set out in the BT Price List.
- 14.9 Where BT has already paid the Call Payments to the Customer in respect of Calls made to the Service or Information whilst any of the events specified in paragraph 14.4(a) to (d) were happening or for which it is not paid as specified in paragraphs 14.6 and 14.7 BT may:
- (a) deduct an amount equal to the amount paid to the Customer whilst the event specified in paragraph 14.4(a)-(d) were happening or for which BT is not paid, from any payment due to the Customer under this or any other contract with BT; or
 - (b) demand payment of such amount or the balance of such amount from the Customer within 14 days; or
 - (c) deduct such amount or the balance of such amount, from any deposit held as security for payment.
- 14.10 Where BT is notified by ICSTIS that any sums payable by the Customer to ICSTIS or any compensation fund established under any ICSTIS Code of Practice have not been paid, BT may withhold all payments due to the Customer until ICSTIS notifies BT that such payments have been made.
- 14.11 The Customer will pay BT's charges detailed in the BT Price List for barring Callers in accordance with this Contract and for restoring access by Callers to the Service.
- 14.12 Where the Customer fails to meet the agreed Customer Commitment then BT will apply underachievement charges calculated in accordance with the Price List.
- 14.13 Unless otherwise advised by BT, the Customer will pay all charges by direct debit or monthly payment plan.
- 14.14 Unless otherwise advised by BT, 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. BT Payment Services Limited will levy a payment processing fee, as set out in the Price List. This fee will be deducted from any money received before any payment is allocated against the charges for the Service.
- 15. PAYMENTS IN ADVANCE AND DEPOSITS**
- 15.1 BT may require payment in advance of an amount not exceeding the connection charge and rental payable by the Customer for the Minimum Period. Any amount paid in advance shall be credited to the Customer and, if applicable, set off against the sums payable to BT under this Contract.
- 15.2 BT may at any time require the Customer to pay a deposit of such amount as BT thinks fit, as security for the payment of any future bills. BT is entitled to retain the deposit until the discharge of all liability of the Customer to BT under this Contract. BT may use all or part of the deposit to pay any sums due from the Customer to BT.
- 16. LIMITATION OF LIABILITY**
- 16.1 BT's duty in performing its obligations under this Contract is only to exercise the reasonable skill and care of a competent telecommunication service provider.
- 16.2 Except where expressly contained in these conditions BT has no other obligation, duty or liability in contract, tort or otherwise.
- 16.3 BT does not exclude or restrict liability for death or personal injury resulting from its own negligence.

16.4 In any event in no circumstances shall BT be liable in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatever.

16.5 In any event BT's liability in contract, tort (including negligence) or otherwise arising shall be limited to £1 million for any one incident or series of related incidents and in any 12 month period to a total of £2 million.

16.6 Each provision of this paragraph 16 operates separately. If any part is held to be unreasonable or inapplicable in any circumstances the other parts shall continue to apply.

17. MATTERS BEYOND THE REASONABLE CONTROL OF BT OR THE CUSTOMER

If either BT or the Customer is unable to perform any of its obligations under this Contract due to any cause beyond its reasonable control such as lightning, flood or exceptionally severe weather, fire or explosion, industrial disputes of any kind, (including those involving BT's or the Customer's employees) civil disorder, war or military operations, national or local emergency, or anything done by Government, or other competent authority (including for the avoidance of doubt any amendment to the BT Licence other than with the agreement of BT) or any determination, order or direction of OFCOM, it will not be liable to the other party.

18. CANCELLATION

The Customer may cancel the Service at any time before the Operational Service Date provided that the Customer pays BT's charges for any abortive work done or money spent (or both) in order to meet the requirements of this Contract, prior to receipt of notice of cancellation from the Customer.

19. TERMINATION

19.1 This Contract may be terminated at any time after the end of the Minimum Period by either party giving the other at least one month's written notice.

19.2 BT shall be entitled to terminate this Contract immediately:

- (a) if BT is directed by OFCOM, ICSTIS, and or any other competent authority to cease the provision of the Service

or any part of that facility to the Customer or to all or any type of Customer; or

- (b) in the event that the Customer or any of the Customer's employees commits a criminal offence in connection with a public telecommunication service, in particular the making of calls over any public telecommunication system, which are not bona fide calls in the opinion of the operator of that telecommunication system; or

- (c) if the Customer's access to any BT service is barred or the Customer's contract with any other public telecommunications operator is terminated because such public telecommunications operator considered that the Customer was providing a service that fell within the categories detailed in paragraph 14.4.

19.3 Where the Customer fails to generate the Base Commitment for any consecutive 6 month period BT shall have the right to terminate this Contract upon written notice and the Customer shall be liable to BT for the termination charges specified in the Price List.

19.4 Termination of this Contract under paragraphs 19 or 20 shall not prejudice or affect any right of action or remedy which has accrued or accrues to either BT or the Customer under this Contract.

19.5 Upon termination of this Contract BT will as soon as practicable prevent access by Callers to the Customer's Service.

20. BREACH OF CONTRACT

20.1 Either party shall have the right to terminate this Contract immediately if the other party;

- (a) is in breach of this Contract or any other contract made between the parties and (if the breach is capable of remedy) fails to remedy it within a reasonable time of a written notice to do so; or

- (b) commits a breach of this Contract or any other contract made between the parties that is not capable of remedy; or

- (c) has bankruptcy or insolvency proceedings brought against it or if it does not make a payment under a judgement of a Court on time, or it makes an arrangement with its creditors, or a receiver or administrator is appointed over its assets or it goes into liquidation.

20.2 BT shall have the right to terminate this Contract immediately if the Customer:

- (a) is repeatedly in breach of this Contract; or
- (b) signs an Order Form which contains any false, incorrect or misleading information.

20.3 If either party delays in acting upon a breach of contract by the other that delay will not be regarded as a waiver of that breach. If either party waives a breach of contract by the other that waiver is limited to that particular breach.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

21.1 Neither party may transfer any of its rights or obligations under this Contract to a third party without the written consent of the other, except that BT may transfer its rights or obligations (or both) to a BT Group Company without consent.

21.2 BT's consent is not required for any contract or arrangement between the Customer and any other person for the supply of information for inclusion in the Service or Information or for the Customer to provide a Bureau Service. The Customer will however be responsible for ensuring that any information or service supplied by other people complies with this Contract.

22. CHANGES TO THE CONTRACT

22.1 BT may change the conditions of this Contract including its charges and the amounts payable to the Customer at any time. Changes (other than to charges and payments) will take effect on the date stated in the notice or 14 days after the Customer receives the notice whichever is the longer. Changes to charges and payments will be published in the BT Price List not less than 14 days before they come into effect.

22.2 If the Customer requests a change to the Service, BT may ask the Customer to confirm the request in writing. If BT agrees to the

change this Contract will be varied when BT confirms the change to the Customer in writing.

23. NOTICES

Any notice to be given under this Contract (other than changes to charges and payments) shall be in writing and delivered by hand or by courier, or sent by email, fax or by first class post to the following addresses:

- (a) to BT at the address of the BT office shown on the Order Form or on the last bill sent to the Customer or any alternative address which BT notifies to the Customer;
- (b) to the Customer at the address to which the Customer asks BT to send invoices, the address of the Site or, if the Customer is a company, its registered office.

24. THIRD PARTY RIGHTS

A person who is not a party to this Agreement, other than ICSTIS, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25. ESCALATION AND DISPUTE RESOLUTION

25.1 If a dispute arises between the parties to this Contract, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:

- (a) a dispute which has not been settled by the Customer's representative and the BT representative within 7 days of the matter being raised, may be escalated by either party to the first level by written notice to the other party;
- (b) if the dispute is not resolved at the first level within 7 days of escalation either party may refer the dispute to the second level.

The parties' representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other, from time to time.

25.2 If a dispute is not resolved after the procedures set out in paragraph 25.1 have

been followed then, if the parties agree, the dispute will be referred to a mediator:

- (a) the mediator will be appointed by agreement between the parties. In the event of a failure to agree within 3 days of a proposal by one party, the mediator will be appointed by the Centre for Dispute Resolution (CEDR);
- (b) within 14 days of the appointment of the mediator the parties will meet with the mediator in order to agree the procedure to be adopted for the negotiations;
- (c) all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;
- (d) if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them;
- (e) if the parties are not prepared to agree to the dispute being referred to a mediator, or fail to reach agreement within 2 months of the mediator being appointed then either party may exercise any remedy that it has under this Contract.

26. SEVERABILITY

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted.

27. LAW AND JURISDICTION

This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.