

Terms and Conditions Relating To All Our Services

In using our services you are agreeing to the following terms and conditions:

STANDARD TERMS AND CONDITIONS OF TRADING RELATING TO ALL SERVICES

1. DEFINITIONS AND INTERPRETATION

In these conditions, unless the context otherwise requires the following words and expression shall have the meanings set out next to them:- "Sprint Media" means Sprint Media Limited; "Conditions" means the terms and conditions set out in this document; "Confirmation of Order" means a written confirmation of order sent to the customer by Sprint Media setting out the Services; "Contract" means the legally binding agreement between Sprint Media and the customer arising out of the customer's signed Confirmation of Order being received by Sprint Media; "Goods" means any goods supplied by Sprint Media in connection with the Services; "Mailing List" means any list compiled by Sprint Media or used by Sprint Media in connection with the Services but not supplied to the customer; "the Services" means the services specified in the Confirmation of Order; "Supplied" means any mailing list supplied by Sprint Media to the customer in connection with the Services; "Data Protection Act 1984" means that act and any other relevant act which supplements or replaces that act. "Royal Mail" means the national postal service operated by the Post Office, or any other postal service operated under licence from Postcomm.

The headings in these Conditions are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended or re-enacted.

The singular includes the plural and vice versa and any gender includes any other gender.

2. PRICE AND PAYMENT

(1) Sprint Media will provide the Services at the prices specified in the Confirmation of Order. Sprint Media shall charge the appropriate amount of value added tax due whether or not included on the Confirmation of Order.

(2) The customer will pay for the Services at the times and in the manner specified in the Confirmation of Order.

(3) If no such provision is made in the Confirmation of Order, the customer will pay any invoice rendered by Sprint Media in full within 28 days of the invoice date. The customer shall not be entitled to make any deduction from any payment due to Sprint Media in respect of any set-off or counter-claim.

(4) Sprint Media reserves the right to correct prices and invoices where typographical, clerical or other errors have been made in the Confirmation of Order or in any invoice.

(5) If the customer fails to pay any sum due to Sprint Media under the Contract within 70 days of the invoice date, Sprint Media reserves the right to charge interest on the outstanding amount at a rate of either 3% per month or £25 per week, whichever is the greater, for each week or part of a week from the date of invoice until the date payment is received. Sprint Media will write to the customer to remind the customer of this potential charge and will invoice for the charge once the original invoice is paid, or in the event of the matter going to court, will add it to the sum claimed in court.

(6) Title to any Goods supplied by Sprint Media shall not pass to the customer until all payments in respect thereof have been made in full. The Goods shall be at the sole risk of the customer from the time of delivery.

3. CUSTOMER'S OBLIGATIONS

The customer shall:-

(1) supply at its own expense Sprint Media with all necessary Input Material within sufficient time to enable Sprint Media to provide the Services in accordance with the Contract and shall ensure the accuracy of all Input Material acknowledging that Sprint Media may not have the time nor the expertise to check the accuracy of any input material nor any material printed by Sprint Media or its agents on behalf of the customer;

(2) at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage; Sprint Media shall have no liability for any such loss howsoever caused;

(3) if appropriate ensure that it complies in all respects with The British Code of Advertising Practice, the British Code of Sales Promotion and Practice, the Advertising Association Code of Practice covering the use of personal data for advertising and direct marketing purposes, and all other appropriate codes of conduct;

(4) ensure that any Input Material does not infringe any copyright owned by any third party;

(5) ensure that no Input Material is defamatory, obscene, indecent or otherwise illegal or unlawful and shall indemnify Sprint Media against any loss, claims, damages, costs and expenses howsoever arising in connection with any Input Material which is actually or allegedly defamatory, obscene or indecent;

(6) ensure that if necessary it is registered under the Data Protection Act 1984 and that it complies fully with the terms of such registration and the provisions of that act;

(7) inspect the Goods on delivery of the same (the customer's attention is drawn to the provisions of clause 5).

4. SPRINT MEDIA'S OBLIGATIONS

(1) Sprint Media will provide the Services subject to these Conditions in a good and professional manner and in accordance in all respects with the Confirmation of Order.

(2) Where any dates are specified in the Confirmation of Order, Sprint Media will endeavour to perform the Services by such date.

(3) If any data is supplied to the customer on computer disc Sprint Media will check the disc prior to despatch for computer viruses. However, no warranty can be given that any computer disc supplied is free from computer virus and Sprint Media will not accept any liability whatsoever for any loss or damage caused by a computer virus. The customer must always check any discs supplied himself to ensure that they are free from computer viruses.

(3) By its very nature Sprint Media undertakes work for a wide variety of companies, and nothing in this contract should be taken to mean that Sprint Media will work exclusively for one company, and not supply services to a rival company. Where a customer wishes to ensure Sprint Media does not work for a rival company this must be expressed in writing prior to work commencing. In particular but not exclusively, nothing in this contract excludes the possibility of two rival companies having mail within the same shared mailing.

5. WARRANTY AND LIMITATION OF LIABILITY

(1) Sprint Media shall not be liable in respect of any defect in the Goods unless written notice of the alleged defect is given to Sprint Media by the customer within 3 days of receipt of the Goods or within 3 days of discovery of the alleged defect if such defect is not reasonably apparent and provided that the customer does not use the Goods. If the claim is found to be valid Sprint Media will replace the defective Goods without charge but otherwise shall have no further liability in respect thereof. However, Sprint Media shall not accept any liability whatsoever if any defect is as a result of the specification provided to Sprint Media by the customer or caused by a defect in any Input Material which form part of the Goods.

(2) Subject to clauses 5 (1) above, all conditions, warranties and representations (unless fraudulent) expressed or implied by statute, common law or otherwise in relation to the Goods and the Services provided hereunder, with the exception of liability for death or personal injury caused by the negligence of Sprint Media, are hereby excluded and Sprint Media shall be under no liability to the customer for:-

(a) any costs or expenses;

(b) any loss of profit, business, contracts, revenue or anticipated savings; or

(c) any special, indirect or consequential loss of any nature suffered by the customer arising directly or indirectly out of the provision of the Services or the Goods by Sprint Media, its employees, its sub-contractors or its agents or any defect in the Services or the Goods.

(3) Notwithstanding the provisions of sub-Clauses 5 (1) and (2), where any matter gives rise to a claim against Sprint Media its liability shall be limited to a sum equal to the price paid by the customer under the Contract.

6. TERMS AND CONDITIONS RELATING TO SPRINT MAIL EMAIL SERVICES

In using our email services you are agreeing to the following terms and conditions in addition to all other applicable terms and conditions set out in this document.

(1) Time frame

Sprint Media carry out marketing campaigns by email for customers by sending large numbers of emails simultaneously to Educational Establishments in the UK. Our ability to do this is governed by technology both within and outside our control. We endeavour to send out email marketing campaigns at the times agreed to with customers, however, when entering this contract, you realise that it may not be carried out exactly within that time frame. If the campaign is carried out reasonably closely to the agreed times but not exactly within, you may not dispute your invoice based on this. However, in most cases, we offer some compensation to customers if this occurs, although we do not bind ourselves legally to do this with this statement.

(2) Cancellation and Returns

You may cancel your order without penalty if you indicate that this is your wish prior to the sending of the first advert providing all design work and HTML conversion work has been done by you. If our design team have worked on your advert in a design or HTML conversion capacity and you wish to cancel your order then you will be charged for the work done so far at a rate deemed fair by us.

(3) Data Accuracy

Sprint Media works hard to maintain the highest-quality email database possible. However, as all data ages, it becomes less accurate until it is updated (approximately every three months). If it becomes clear that 35% or more of the data is inaccurate, we will either refund your money with a pro-rata amount or simply credit that back to your account.

(4) Delivery of Email Advertisements.

For email campaigns, we guarantee to send to the numbers quoted but, in common with all other email marketing companies, we do not guarantee delivery of every single email (delivery meaning the storage of the email in the recipient's email client, HTML-based or not). This is not due to the quality of data used, simply the filtering systems at the recipients' machines.

(5) Incorrect Delivery

Sprint Media sends out many marketing emails a day and naturally very rarely human errors can occur. Sprint Media endeavours to deliver to the areas of the UK stipulated by you but has no liability for any loss of trade or profit to the customer as a result of delay in delivery or the delivery of a campaign to an incorrect area.

(6) Sensitive material

Sprint Media advises against using our email service for the delivery of sensitive material or information, offers, details etc. that the customer considers inappropriate for the schools in some areas of the UK to see.

(7) Email tracking

(a) Sprint Media can offer a tracking and delivery confirmation service on all our email campaigns. If the customer requires a proof of delivery then they should purchase this service prior to the agreed delivery date of their campaign. If not requested and paid for by the client before the email is broadcast then Sprint Media can not provide any tracking results.

(b) Where a customer chooses not to purchase email tracking in accordance with clause 7a the customer hereby accepts the word of the directors of Sprint Media that a particular mailing has been carried out in accordance with the Contract.

(c) Sprint Media has no control over any email once it has been sent from its servers and cannot guarantee that a campaign will specifically generate sales/interest in the customer's product/service.

7. TERMS AND CONDITIONS RELATING TO SPRINT MAIL POSTAL SERVICES

In using our postal services you are agreeing to the following terms and conditions in addition to all other applicable terms and conditions set out in this document.

(1) Applicability of conditions

The provision of the Services and the supply of Goods in relation thereto by Sprint Media are subject to the provisions of the Confirmation of Order and the Conditions, and the Conditions override all other express or implied terms and conditions contained in any order, correspondence or other communication with the customer other than the Confirmation of Order. No variation of the Conditions will be binding on Sprint Media unless it is in writing and signed by a director of Sprint Media. If there is a conflict between the provisions of the Conditions and any provision of the Confirmation of Order, the Confirmation of Order shall take precedence over the Conditions.

(2) Acceptance of Confirmation of Order

The Confirmation of Order is open for acceptance by the customer by signing and returning a copy to Sprint Media without making any alterations thereto without Sprint Media's prior consent by the return date stipulated in the Key Dates Sheet. Sprint Media reserves the right to refuse to proceed with any order not accepted in this manner, or to proceed subject to such amendments to the Confirmation of Order as are agreed in writing between Sprint Media and the customer.

(3) Verification of work

(a) If Sprint Media is responsible for packaging and mailing any items and the customer wishes to verify that Sprint Media carries out such work as required then he may visit Sprint Media's warehouse on the appropriate day when the work is being carried out and select packages at random that relate to the Services to verify the contents of the packages.

(b) Where a customer chooses not to attend at the warehouse in accordance with clause 3a the customer hereby accepts the word of the directors of Sprint Media that a particular mailing has been carried out in accordance with the Contract.

(c) If the customer requires copies of Post Office documentation to verify despatch information then he must request these at the time of the order otherwise the customer acknowledges that, save in the event of manifest error, the quantity of mail posted will be as stated in Sprint Media's final invoice.

4) Shared mailings

Shared mailings are subject to the terms and conditions laid down within this document, and additionally:

(a) While Sprint Media will do everything reasonable to ensure despatch of a shared mailing on a date advertised this date of despatch is not guaranteed. Sprint Media does not recommend shared mailings for mailing time sensitive items. Where none of a shared mailing can be despatched within one week of the agreed date Sprint Media House will despatch the mailing via second class post, rather than Mailsort 3.

(b) Shared mailings will normally be despatched in stages to allow for regional and other variations in packs to be processed.

(c) Because shared mailing packs carry materials from a variety of customers the postal dockets relating to the mailing will not indicate which items are in each pack. Because the mailings are normally split into regional selections it is extremely time consuming to retrieve the individual posting dockets after the mailing, and thus where the customer requires the dockets for a mailing these must be requested in writing in advance of the mailing.

(d) Sprint Media strongly recommends that all leaflets included in a shared mailing should have the generic title of the teacher to be reached shown in large text on the top right of the leaflet. A list of the leaflets and the person for whom each is intended is generated from the title of the leaflet and the generic title of the intended recipient printed on the leaflets. Where no generic title appears or where the leaflets arrive at Sprint Media's Mailing House later than 9.30am nine days prior to the mailing date, and where by this time the customer has not provided the information in writing as to whom the leaflets should reach at the time of booking, Sprint Media at its absolute discretion will either omit the leaflet from the cover page list, or will print a generic title that in its experience it feels is correct for the leaflet.

5) Liability of Sprint Media when using Royal Mail or other carrier to transport goods

(a) The value of the property intended to be carried and/or delivered by Sprint Media and also the amount of any consequential loss which might arise from damage or loss to or delay in the arrival of the said property are matters which are better known to and/or more readily ascertainable by the customer than Sprint Media; indeed to some extent they cannot be known by Sprint Media but are under the control of the customer.

(b) Likewise the loss in value of any goods carried by Royal Mail or any other carrier caused by Royal Mail or the carrier not delivering the goods at the time anticipated are also better known to the customer.

(c) The potential extent of the damage as defined below that might be caused or be alleged to be caused to the customer is disproportionate to the sum that can reasonably be

charged by Sprint Media under this agreement and Sprint Media is concerned to keep down the costs of the service it provides to its customers.

(d) In the circumstances Sprint Media intends to limit its liability for any damage caused to the customer as defined below to amounts which are not out of proportion to its charges and which directly relate to the liability given to Sprint Media by Royal Mail in its Code of Practice and any courier contractors that it chooses to use. Sprint Media strongly urges customers using Sprint Media to post materials via Royal Mail to verify the level of compensation, and to note the exceptions imposed by Royal Mail as to the applicability of its Code of Practice. Where the customer requires consequential loss insurance this can be achieved via Royal Mail Special Delivery, and the customer must inform Sprint Media at the time of quotation that this service is required.

(e) In this agreement "damage caused to the customer" means any damage suffered by the customer (including for the avoidance of any doubt any loss or damage to any consignment and loss of any other kind whether direct or consequential, and including any loss sustained by the customer due to the late arrival of goods) howsoever arising caused by any negligence, breach of duty or other wrongful act or omission and any breach, howsoever fundamental of any express or implied term of this agreement on the part of Sprint Media its servants or agents (including for the sake of clarity Royal Mail and courier companies used to carry goods for Sprint Media).

(f) In order that the customer is aware of the level of compensation that may be claimed by Sprint Media from Royal Mail and courier companies, Sprint Media will declare, where asked, details of the companies involved in carrying goods on its behalf. Further it will copy to the customer where asked the standard terms of contract operated by these organisations, so that the customer can see the level of compensation that may be claimed.

(g) Where a claim arises Sprint Media will pursue the claim with the third party with due diligence, and will not be liable to pay any money or other form of compensation until such time as that compensation is agreed and paid by the agent, and will under no circumstance be liable for a higher level of compensation than that which is obtainable from the agent. At all times the customer will provide Sprint Media with information in such a form and at such a time as to allow Sprint Media to pursue its claim within the requirements of the terms of contract agreed with the agent.

(h) Where time is of the essence Sprint Media urges customers to make their own arrangements directly with a carrier of their choice for the collection of goods from Sprint Media's premises and delivery to their specified addresses. For the sake of clarity Sprint Media makes clear that "next day", "three day", "first class", "mailsort" and other delivery services which carry an explicit delivery period do not always achieve that delivery period and the failure to achieve such delivery periods can be 10% or more. Because the achievement of deliveries by the designated time is totally outside the control of Sprint Media, Sprint Media cannot accept any responsibility for the failure to achieve delivery by the designated time.

(6) Checking the weight of leaflets

(a) Sprint Media specifically does not guarantee to check the weight of leaflets and other items upon arrival and before posting and does not inform customers prior to the mailing of any variation in the weight of a leaflet or other item from that declared by the customer unless the customer asks in writing for this to be done.

(b) If a customer has provided a weight and/or thickness of their own mail shot for a quote which is in anyway inaccurate to the finished mail shot weight and/or thickness then the customer will be liable to pay all extra costs incurred on the campaign, including but not restricted to additional postage costs, additional envelope costs and extra labour costs.

(7) The filling of envelopes

Sprint Media takes all due care in the activity of filling envelopes with mail. However it is not possible to guarantee that small numbers of envelopes will not being filled exactly as required. In placing the order the customer acknowledges that it is not possible within the constraints of the time available for Sprint Media to check each and every envelope and package against occasional errors caused by machine slippage or human error.

(8) The despatch of excess Input Material

(a) Where the customer provides Sprint Media with Input Material and there are excess items after the Services have been performed, Sprint Media shall despatch the excess items to the customer at the customer's expense in such manner as the customer wishes and if the customer fails to indicate how such items should be despatched within 14 days of service of a notice by Sprint Media requesting such information then the items will be despatched to the customer at the customer's expense in such manner as Sprint Media may decide, or destroyed, at Sprint Media's sole discretion.

(b) Where the customer requests that Sprint Media keep input material either prior to or subsequent to a mailing, Sprint Media reserves the right to charge for such storage at a rate of £10.00 per pallet (or part thereof) per week (or part thereof). Sprint Media will not impose this charge without first giving 1 weeks notice in writing of its intention to charge for storage.

(9) Customer's Obligations:

The customer shall:-

(a) Ensure that all Input Material is provided on or before, but not after, the deadline dates set out in the Key Dates Sheet.

(b) Acknowledges that failure to meet the deadline dates set out in the Key Dates Sheet including, but not limited to, the clearance of their funds with Sprint Media will delay their campaign delivery date.

8. TERMS AND CONDITIONS RELATING TO SPRINT MAIL DATA LEASE SERVICES

(1) General Information

Unless a quotation has been accepted in writing by the Client, all prices are subject to alteration by the Supplier without prior notice. VAT and delivery will be charged extra unless otherwise stated.

(a) Orders are accepted subject to the Supplier's standard terms and conditions (please see below).

(b) All lists contain seed names and dummy addresses to protect copyright.

(c) Additional charges may be incurred on highly complex list counts and orders. These will be agreed in writing between the Client and the Supplier.

(d) Any variation of these conditions by the Client is ineffective unless accepted in writing by a senior employee of the Supplier.

(e) Quotations lapse after 30 days unless re-confirmed in writing by the Supplier. List prices are subject to alteration without notice and confirmation. List prices should be sought by the Client when placing the order.

(2) List Ownership

(a) All lists or parts of lists are owned by and copyrighted to the Supplier. Unless purchased for multiple usages/leasing the Supplier's data is rented for one time use only. The data must not be copied or recorded by the Client or its agents, or in any way processed by the Client or its agents other than in accordance with the Order or as agreed in writing by the Supplier. Information supplied on disk, e-mail or alternative media is for the sole use of the Client and must in no circumstances be offered for resale by the Client. All lists contain seed names and dummy addresses to detect unlawful use. The Supplier may take legal action against any Client that unlawfully processes data owned by the Supplier.

(3) Supply and use of Data

(a) In the event of a breach of data usage by the Client, ie. where it is determined that data has been used by the Client outside of the usage terms as specified on the order, a re-use charge of 100% of the value of the order will be imposed per occasion of each breach.

If a list is purchased by a customer for a third party company then the data is only authorised to be used for the marketing purposes of that one third party company. Sprint Media requires written confirmation of the third party company's name and company details before releasing the data.

A list can not be leased by a Sprint Media customer/reseller/marketing organisation and be then used for more than one specified third party company without prior written consent from a Sprint Media Director. If a list is purchased and used for more than one of the customer's third party clients then a re-use charge of 100% of the value of the order will be imposed per occasion of each breach.

(b) The Client shall be liable for loss or misuse of a list whilst in his care, or the care of his agent, including but not limited to mailing bureau, computer bureau etc. It will be deemed a misuse of a list if the list is used for any activity other than the purpose for which it was originally provided.

(c) Data on disk, e-mail or alternative media is supplied for the computer operating system and in the format specified on the order. The Supplier does not accept responsibility for the readability of data as test disks are available to check readability of data. No liability is accepted by the Supplier for conversion of the data supplied to any system or format other than that specified on the Supplier's acknowledgement of order.

(d) The Supplier uses all reasonable endeavours to ensure lists are accurate and up-to-date. However, as lists are compiled from a variety of sources, the Supplier cannot warrant that any of the records are 100% complete, neither are they built up from personal knowledge of any particular trade or profession or other body, (each one must be taken at the description accorded to it by authoritative sources). Whilst the Supplier agrees that all data has been fairly and lawfully obtained in accordance with the Data Protection Act 1998, no warranty is given regarding the accuracy or completeness of individual addresses, contact names or telephone numbers or that any list is a complete compilation of the categories of persons or establishments described therein.

(e) The Supplier does not accept liability for the outcome of the use of its lists. In no event will the Supplier be liable for any loss of profit, revenue, goodwill, opportunity, business or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of its list or lists, save where such liability cannot be excluded by law. Requests for the correction or deletion of inaccurate data or for the marking of disputed data in respect of individuals whose names are included in the lists received either directly or from any other user of the lists, have been and will continue to be completed with as soon as possible, normally within the previous 30 days or at the latest within 60 days following the receipt of such a request. Requests for the suppression of deceased names will be complied.

(f) The Client agrees to notify the Supplier of any request received by the Client for the suppression of a deceased name or disputed data that can be identified as being included in the data supplied by the Supplier, normally within 30 days or at least within 60 days of receipt of the request.

The Client agrees to notify the Supplier as soon as possible, normally within 30 days or at least within 60 days of receipt, of any request for access to, or the correction or the deletion of inaccurate data it receives from an individual whose name can be identified as being included in the list supplied by the Supplier to the Client.

(g) The Client agrees to comply with any requests for the suppression of deceased names as soon as possible before the time of use or at least within the previous 30 days.

(h) The Client agrees to comply with any request for information from an individual whose name can be identified in the lists supplied to the Client by the Supplier regarding the source from which the name was obtained and that this request will be dealt with promptly and in any event within a maximum of 40 days.

(i) The Client agrees to record and mark any request for suppression received by the Client from an individual whose name can be identified as being included in a list supplied by the Supplier, and that any such record will be suppressed from any list subsequently used by the Client.

(j) The Client undertakes to keep lists and any copies or extracts of lists supplied by the Supplier secure and will safeguard against unauthorised use or disclosure.

(4) Post Office returns

(a) In relation to business addresses, an amount equal to the list cost at the time of invoice will be refunded by the Supplier to the Client on all Post Office returns in excess of 2% of the total number of addresses supplied, provided that all returned envelopes, less contents, are received by the Supplier within 6 weeks of delivery of the original Goods. In relation to home addresses, an amount equal to the list cost at the time of invoice will be refunded by the Supplier to the Client on all Post Office returns in excess of 5% of the total number of addresses supplied, provided that all returned envelopes, less contents, are received by the Supplier within 4 weeks of delivery of the original Goods.

(5) Dispatch of lists

Dates given for dispatch of lists are given in good faith and are estimates only, based on information available at the time of quoting. They are, however, not guaranteed and time is not of the essence of the contract.

(6) Incidental materials and costs

(a) Prices do not include collection and delivery of stationery, envelopes, advertising material etc. and if required is therefore charged extra to be agreed in writing by the Supplier on a case by case basis. Such collection and delivery, whether arranged by the Client or the Supplier on the Client's behalf, is at the Client's sole risk and the Carrier is deemed to be an agent of the Client.

(b) Reasonable care is taken of Clients' materials, (e.g. stationery letter headings, coupons, envelopes and publicity matter) and databases while on the Supplier's or its agent's premises. However, no liability is accepted for any loss or damage to the same or any consequential loss or damage occasioned thereto; such materials are stored at the sole risk of the Client, who if necessary, should arrange appropriate insurance. When material is supplied by the Client, responsibility will not be accepted for imperfect work caused by defects in, or unsuitability of material supplied.

(7) Quantity of data

(a) Whilst every effort is made to quote the number of addresses accurately, the quantity may vary from time to time, as is reasonable, due to movements within the list or lists and no warranty or condition is given that the figure quoted agrees with that finally reached during the execution of the order.

(b) Where more than one list is supplied, the total quantity dispatched may be less than the sum of the individual list quantities due to persons or establishments being coded to more than one classification.

(8) Liability

(a) The Supplier shall be under no liability for any discrepancy, damage in transit, shortage on delivery or non-delivery of Goods or materials unless the Client notifies the Supplier in writing:

- (i) Of any discrepancy, damage or shortage on delivery within 7 days of receipt of Goods.
- (ii) Of non-delivery within 7 days of confirmation by the Supplier that the Goods have been dispatched.

(b) The Supplier's liability is limited to replacement of the Goods supplied

(c) In no circumstances shall the Supplier be liable for consequential loss caused to the Client or its agents; the Supplier's liability is limited to that set out in Clause 18 above.

(d) When proofs are submitted for the Client's approval, no responsibility will be accepted for any error in proofs approved by the Client.

(e) Every effort will be made to carry out contracts, but should the Supplier be prevented or delayed in carrying out a contract by reason of Act of God, war, lock-outs, fire, flood, delays in transit, strikes, riots, postal delay or any other unexpected or exceptional causes or circumstances beyond the Suppliers control, the time for delivery shall be extended until a reasonable time after the event preventing or interfering with the due execution of an order has ceased, and in no circumstances is the Supplier to be liable for any loss or damage suffered by the Client as a result thereof.

(f) It is the Client's responsibility to ensure their online account details are up-to-date and current. This includes but is not limited to deleting the details of personnel who have moved from the Client's employ.

(9) Notification

The Supplier is notified as required under the Data Protection Act 1998.

(10) Arbitration and jurisdiction

(a) All disputes, differences or questions at any time arising between the parties as to the construction of these conditions or as to any matter or thing arising out of the same or in any way connected therewith, shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or failing such agreement shall be appointed at the request of either party by the President for the time being of the Law Society. The arbitration shall be in accordance with the Arbitration Act 1950 and any statutory modification or re-enactment thereof for the time being in force.

(b) These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and Wales and any disputes are to be decided only by the Courts of England and Wales.

(11) Standard Terms and Conditions for the Licensing of Email / Telephone / Fax Data

'Order Date' means the date you place an order for the Data.

'Data' means information of any kind, however presented whether comprising words, numbers, graphs, maps, pictures, sketches or otherwise in any other form and whether or not our property which is supplied or made available by us under this Licence.

'we' or 'us' or 'Sprint Media' or 'our' means Sprint Media Limited.

'you' or 'your' means you, the Licensee.

'Invalid number' means an out of date telephone or fax number

'Undeliverables' means an email address which has failed delivery due to an incorrect email address, this does not include emails which have bounced back due to recipients IP blacklisting methods and ISP and local spam filters.

'Undeliverables Threshold' means for the purposes of this agreement, 20% of the emails in any single order made by you.

(a) If you wish us to exclude certain criteria from our range of criteria you must provide a suppression file to us that clearly states your requested exclusions prior to the Order Date.

If you wish us to exclude general email addresses from the email Data field or telephone and fax numbers from the number fields you must request this prior to the Order Date.

(b) We are not responsible or liable for email addresses that prove to be undeliverable save that where the number of undeliverable addresses exceeds the Undeliverables Threshold. Proof of non-delivery in the form of undeliverable addresses must be returned to us in a tab delimited, comma delimited, Excel file must be received by us within 30 days of receipt of goods.

(c) Our obligations stated shall not apply where you decide to use a method of delivery that has not been approved in writing by us. Unapproved methods of delivery includes use of an SMTP (Single Message Transfer Protocol) such as Outlook, Netscape and Lotus.

(d) We are not responsible or liable for invalid (telephone or fax) numbers that prove to be incorrect/out of date save that where the number of invalid numbers exceeds the Undeliverables Threshold. Proof of expired numbers in the form of must be returned to us in a tab delimited, comma delimited, Excel file must be received by us within 30 days of receipt of goods.

(e) We reserve the right to require you to cease or modify use of our email Data where we discover that the contents of email sent by you is in our reasonable opinion inappropriate or you have misled us about the content.

(f) Where you procure the use of the email Data to send emails, you must ensure that the recipient is given a simple means to opt-out of receiving further communications and you must forward to Sprint Media Limited the details of any recipients who do exercise their right to opt-out including any comments that may be made by such recipients in an excel or comma separated format.

(g) Where the Data includes all other email fields not included in the above opt-in email field, the following provisions shall apply in respect of the email Data:

If you wish us to exclude certain criteria from our range of criteria you must provide a suppression file to us that clearly states your requested exclusions prior to the Order Date.

If you wish us to exclude general email addresses from the email Data field you must request this prior to the Order Date.

We are not responsible or liable for email addresses that prove to be undeliverable or telephone and fax numbers that prove to be expired.

We reserve the right to require you to cease or modify use of our email Data where we discover that the contents of email sent by you is in our reasonable opinion inappropriate or you have misled us about the content.

9. FORCE MAJEURE

(1) Sprint Media shall not be liable for any failure or delay in the provision of the Services caused by Force Majeure provided that, as soon as Sprint Media is aware of any such delay or failure, it gives written notice to the customer explaining the nature of the Force Majeure, how long it is anticipated to last and when normal service will be resumed.

(2) If the Force Majeure persists or is, in the opinion of Sprint Media, likely to persist for a period longer than one month, Sprint Media may terminate the Contract or the provision of the relevant part of the Services on giving the customer not less than one month's prior notice in writing.

(3) For the purposes of this clause, "Force Majeure" means:

Act of God; outbreak of hostilities, riot, civil disturbance, acts of terrorism; the act of any government or quasi-governmental authority (including the refusal or revocation of any licence, consent or permit); fire, explosion, flood, fog or bad weather; power failure, failure of telecommunication lines, failure or breakdown of plant, equipment or machinery; theft, malicious damage, strike, lockout or industrial action of any kind; any other cause or circumstance beyond Sprint Media's reasonable control.

10. COPYRIGHT

(1) Any copyright and other intellectual property rights in any Mailing List will belong either to Sprint Media or the particular third party concerned who may own a particular Mailing List or Supplied Mailing List and no intellectual property rights in any Mailing List or Supplied Mailing List shall pass to the customer under the Contract.

(2) Any copyright and other intellectual property rights in any design or other artwork generated by Sprint Media in connection with the Services will belong to Sprint Media until the

customer has paid in full all sums that may be due to Sprint Media in respect of the Services. Sprint Media hereby grants to the customer a non exclusive licence to use such design or artwork until the due date for payment of all sums due in respect of the Services and after such date Sprint Media may revoke the licence hereby granted by notice.

(3) The Client shall be liable for loss or misuse of a list whilst in his care, or the care of his agent, including but not limited to mailing bureau, computer bureau etc. It will be deemed a misuse of a list if the list is used for any activity other than the purpose for which it was originally provided.

11. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Sprint Media and the customer each undertake and agree to indemnify the other for any expense, damage or loss suffered as a result of any claims or proceedings against the other, regarding infringement or alleged infringement of any intellectual property rights owned by a third party, resulting from the use of any data or design or artwork or other materials or items supplied by that party, including Input Material, in connection with the Services.

12. TERMINATION

Without prejudice to any other rights or remedies Sprint Media may have, Sprint Media may terminate the Contract and any other contract between the customer and Sprint Media immediately by notice in writing if the customer breaches any provision of the Contract which cannot be remedied to the satisfaction of Sprint Media within 7 days of Sprint Media serving notice of the breach and the remedy required or if the customer goes into liquidation, or, in the case of an individual or a firm, becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.

Upon termination of the Contract Sprint Media shall be entitled to invoice the customer for any costs incurred in connection with any contract terminated and the amount invoiced shall be immediately due and owing. In addition, Sprint Media shall return all Input Material in accordance with the terms of Clause 6(5).

13. NOTICES

Any notice required to be given under these terms and conditions must be in writing and be served on the recipient by personal delivery, first class post, email or fax at the address shown in the Confirmation of Order, or any other address notified by the recipient from time to time.

A notice received personally shall be deemed to have been served at the time of delivery.

A notice sent by first class post shall be deemed to have been served two working days after the day of posting.

A notice served by fax shall be deemed to have been served at the time of transmission provided the sender is able to produce evidence of its having duly transmitted and received.

A notice served by email shall be deemed to have been served at the time of transmission.

14. WAIVER

The waiver or forbearance of failure of either party in insisting in any one or more instances on the performance of any provisions of a Contract shall not be construed as a waiver or relinquishment of that party's rights in respect of any continued default of any future non-performance of that or any other provision.

15. ARBITRATION

Sprint Media reserves the right to take matters relating to non-payment of invoices and similar cases to the County Court. Any dispute arising under or in connection with the Conditions or the provision of the Services or Goods which Sprint Media deems to be more appropriate to be dealt with by other means shall be referred to arbitration by a single arbitrator appointed by agreement or, in default, nominated on the application of either party by the President for the time being of the Law Society for England and Wales.

16. INDEMNITY

To the extent not provided for elsewhere in the Contract the customer shall indemnify Sprint Media for any loss, costs, claims, damages and expenses, incurred indirectly or directly by Sprint Media in connection with any breach of the Contract by the customer.

17. INVALIDITY

If any term of the Contract shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision shall to that extent be deemed not to form part of the Contract but the enforceability of the remainder of the Contract shall not be affected.

18. PROPER LAW

The Conditions and any Contract to which they apply shall be interpreted and construed under English law and the parties hereby agree to submit to the non-exclusive jurisdiction of the Supreme Court of Justice in England.