

Directory Enquiry Service Terms & Conditions

1. Definitions

In this Agreement the following terms and expressions shall have the following meanings, unless the context requires otherwise:

"Agreement" means these terms and conditions and The Number Tariff.

"Charges" means the charges payable by Customer to The Number for the provision of the Service calculated according to clause 6 and The Number Tariff.

"Customer" means a customer of The Number's voice and/or SMS based directory enquiry services.

"Intellectual Property Rights" means patents, design rights, trade marks, copyright, database rights, semiconductor topography rights, whether present or future, registered or unregistered, and all applications for any of such rights together with any similar rights of whatever nature subsisting throughout the world.

"Listing" means information concerning the name, address and the telephone number of a subscriber to telephony services in the United Kingdom.

"Service" means such directory assistance and/or information services that may be offered by The Number to Customers in the United Kingdom who dial or text The Number's access numbers 118118, 118888, 118661, 118899, 118811, 118848, 542542 or such additional access numbers as The Number may utilise from time to time ("the Access Numbers").

"The Number" means The Number UK Limited, Sterling House, Malthouse Avenue, Cardiff Gate Business Park, Cardiff Gate, CF23 8RA.

"The Number Tariff" means the tariff of charges published by The Number from time to time and available on request to Customer, and published on the Internet at <http://www.118118.com>.

2. Application of this Agreement

The terms and conditions of this Agreement apply to each use by the Customer of the Service, and by accessing or using the Service the Customer agrees to be bound by them. If Customer does not agree to be bound by these Terms and Conditions he/she should immediately cease using the Service.

3. Service Provision

3.1 The Number provides the Service to Customer:

- a. on the terms and conditions of this Agreement; and

- b. with the skill and care of a competent telecommunications directory assistance service provider.

3.2 The Number provides the Service to Customer solely for Customer's own private, non-commercial use. Customer may not resell the Service to any third party.

3.3 The Number provides the Service only to persons who access it through calls or SMS originating in the United Kingdom to The Number's Access Numbers.

- a. 3.4 The Number may provide a Listing, at Customer's request, by any of the following means:
 - b. by connecting Customer directly to a Listing, as part of the Service; or
 - c. verbally; or
 - d. only where Customer has accessed the Service via a mobile phone, by SMS message sent to that mobile phone. In such cases The Number may provide without charge an additional Listing that may be of use to the Customer.

3.5 The Number will use its reasonable endeavours to provide each Listing accurately to Customer. If The Number inaccurately provides a Listing to Customer then The Number shall, on request by Customer, refund Customer the Charges attributable to that provision of the Service if the wrong Listing relates to listing information commonly available from the OSIS database.

4. Use of the Service

4.1 Customer is responsible for obtaining all necessary equipment and telecommunications services required to access and use the Service.

4.2 Customer may not use the Service in any improper, unlawful or illegal manner or in breach of any legislation or licence that applies to Customer.

5. Data Protection/Call Recording

5.1 Customer acknowledges and agrees that for billing purposes The Number may store and pass on to the relevant telecommunications operator information about:

- a. the identity details of any telecommunications line (whether fixed or mobile) used to access the Service; and
- b. the duration of the call in which Customer accesses the Service and that of any subsequent call connected by use of the Service.

5.2 Customer acknowledges that its use of the Service (and in particular its retention or recording of any Listings) may be governed by the provisions of the Data Protection Act 1998 or other applicable data protection legislation in force in the European Union.

5.3 You have the right to access the information that The Number holds about you. In order to do this please make a written application to The Data Protection Officer, The Number UK Limited, Sterling House, Malthouse Avenue, Cardiff CF23 8RA. The Number may require you

to provide verification of your identity and to pay an administrative fee (which is currently £2) in order to provide a copy of the information that it holds. Please note that in certain circumstances The Number may withhold access to your information where it has the right to do so under current data protection legislation.

5.4 The Number may monitor or record your calls in order to improve the quality of the service or for training purposes.

6. Charges for the Service

6.1 Customer acknowledges and agrees that, in common with other premium rate services, the Charges for its use of the Service will appear on an invoice that Customer receives from the telecommunications operator whose services Customer used to access the Service. Those charges shall be payable according to Customer's payment arrangements with that telecommunications operator.

6.2 The Charges shall be payable by Customer irrespective of whether or not The Number is able to provide a Listing requested by Customer when using the Service.

6.3 Charges shall be calculated on the basis of the rates set out in the tariff of the telecommunications operator whose services Customer used to access the Service. The Charges set out in this website are indicative Charges that The Number has requested from other telecommunications operators. The Number cannot be held responsible for other telecommunications operators who choose to charge tariffs higher than this to their customers.

6.4 Access to the text service will be charged at our standard rates from time to time as published in our promotional material and on our web site www.118118.com.

7. Intellectual Property Rights

All Intellectual Property Rights in the Service belong to The Number or its licensors and nothing in this Agreement operates to transfer any such Intellectual Property Rights to Customer.

8. Suspension of Service

The Number may suspend the Service at any time without notice to Customer: (a) for maintenance or other operational reasons; (b) in the case of an emergency, or (c) as a result of a force majeure event in accordance with clause 11.

9. Termination

The Number may terminate this Agreement and/or the Service at any time for any reason it sees fit.

10. Limitation of Liability

10.1 The Number does not limit its liability for death or personal injury resulting from its negligence.

10.2 Subject to clause 10.1, The Number shall not be liable to Customer whether in contract, tort or otherwise for any loss of revenues, profits, the use of money, goodwill, or anticipated savings, for any loss or destruction of data or (without limitation) for any indirect or consequential loss or damage of any kind, whether any such loss is reasonably foreseeable or not arising in connection with the Service for any reason (including any inaccuracies in any Listing or any directions given).

10.3 Customer acknowledges that any information supplied by The Number as part of the Services is derived from databases and directories supplied to The Number by third parties. Customer also acknowledges that many subscribers to telephony services in the United Kingdom do not permit their Listings to be made available to directory enquiry services, and accordingly the databases and directories used by The Number cannot list all Listings in use in the United Kingdom. Subject to clauses 3.5 and 10.1, The Number accepts no liability for any loss attributable to or caused by any unavailability or inaccuracy in any Listing.

10.4 To the extent that The Number's liability is not excluded by this clause 10, The Number's liability to Customer in connection with this Agreement (whether arising in contract, tort (including negligence) or otherwise) is limited to refunding Customer the Charges for the use of the Service by the Customer that gave rise to that liability.

11. Force Majeure

The Number shall not be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond its reasonable control including but not limited to Acts of God, storm, earthquake, inclement weather conditions, fire, flood, war, industrial action, lockout, default or failure of a third party, or governmental action, failure or shortage of power supplies, labour shortage, the act or omission of highways or railways authorities or telecommunications operators.

12. Assignment

The Number shall have the unrestricted right to assign, licence or otherwise dispose of its rights and obligation (in whole or in part) under this Agreement.

13. Amendments

The Number may vary the terms and conditions of this Agreement, including The Number Tariff, at any time. The Number shall ensure that the most recent version of these terms and conditions is situated on the Internet at <http://www.118118.com>. Such change shall take effect from the date that the variations are posted on the Internet.

14. General

14.1 Failure by either party to enforce any of its rights under this Agreement is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing.

14.2 This Agreement is not intended to be for the benefit of, and shall not be exercisable by any person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.3 Part or all of any clause of this Agreement that is unenforceable or illegal is to be severed from this Agreement and does not affect the enforceability of the remaining provisions of this Agreement.

14.4 The warranties, exclusions and the other express provisions of this Agreement set out the full extent of The Number's obligations and liabilities concerning its subject matter. Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in entering into this Agreement (unless the person making such untrue statement knew it to be untrue at the time it was made) other than any remedy it may have for breach of the express terms of this Agreement. Accordingly, any warranties, conditions or other terms in this regard which might but for this clause 14.4 have effect between the parties or which might otherwise be implied into this Agreement or any collateral contract (including without limitation any implied terms of satisfactory quality or fitness for purpose) whether by statute, common law or otherwise are hereby excluded to the maximum extent permitted by law.

14.5 This Agreement is governed by the laws of England and Wales and the parties agree to submit disputes in connection with this Agreement to the exclusive jurisdiction of the English Courts.