

Schedule 10 – Mailing Lists

This schedule contains additional terms and conditions which apply to Electronic Mailing List Data purchased from APIL by the Customer. This schedule forms part of the Contract.

1. Definitions

APIL Member

means an individual who possesses a valid, current membership of the Association of Personal Injury Lawyers

APIL website

means the website at www.apil.org.uk.

Customer

means the person or entity purchasing Electronic Mailing List Data

Data Subject

means the APIL member who has consented to allow his or her contact information to be supplied to the Customer

Electronic Mailing List Data

means the selection of data from APIL's database of members made available to the Customer in an electronic format

Mailing Materials

means the marketing materials, product or services literature, promotional materials and data, advertising materials, flyers, covering letter or email message, in each case in whatever form or medium (including but not exclusively audio, visual, digital or print) sent by the Customer to the Data Subject

Order acknowledgement form

means the form on which APIL sets out details of the Electronic Mailing List Data to be supplied, which must be signed and returned to APIL with the Price

Linked Website

means any website to which there is a hypertext link from the Mailing Materials

Rates

means APIL's costs and charges for the Electronic Mailing List Data as itemised in APIL's Media Pack in force at the relevant time

Media Pack

means the pack which contains APIL's Rates, mailing list categories and groups and other information relevant to APIL's Electronic Mailing List Data, as updated by APIL from time-to-time.

Payment

1. Payment

- 1.1 The Price for the Electronic Mailing List Data is stated on APIL's order acknowledgement form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's proposed Mailing Materials for approval.

2. Variation or cancellation of an Order

- 2.1 Subject to clause 2 and 13 of the Main Contract Terms and Conditions, the Contract cannot be cancelled once the Electronic Mailing List Data has been supplied to the Customer.

3. Rates & Costs

3.1 Rates are quoted in the Media Pack exclusive of VAT.

4. Mailing Materials

4.1 All Mailing Materials must be submitted to APIL for approval before the Electronic Mailing List Data will be supplied.

4.2 APIL reserves the right to refuse to supply the Electronic Mailing List Data in the event that the Mailing Materials are not approved.

4.3 In the event that the Customer's Mailing Materials are not approved by APIL, the full Price paid will be refunded to the Customer.

5. Content of Electronic Mailing List Data

5.1 The Electronic Mailing List Data will contain the following information, where available, for each Data Subject: title, full name, firm, full postal address, DX address, email address.

5.2 The Electronic Mailing List Data will be supplied in a Microsoft Excel Workbook format.

5.3 APIL has compiled the Electronic Mailing List Data using information provided to it by APIL members upon the following events:

- (a) Application by the Data Subject to become an APIL member, whether as a new APIL Member, or by way of annual renewal of that membership;
- (b) Information supplied by the APIL member from time to time to amend the personal information held by APIL.

5.4 APIL uses its best endeavours to ensure that the Electronic Mailing List Data is correct and complies with the Data Protection Act 1998 and the Privacy & Electronics Communications (EC Directive) Regulations 2003 for business information.

5.6 APIL shall not be liable in relation to this Contract for any special, indirect, consequential loss or damage, any direct or indirect loss or damage incurred as a result of third party claims, or any direct or indirect economic loss however caused.

6. Terms of Use

6.1 The Electronic Mailing List Data is supplied to the Customer on the basis that it will be used once.

6.2 In the event that APIL and the Customer agree that the Electronic Mailing List Data may be used on more than one occasion, such agreement must be in writing and signed by APIL and will state the number of times the Customer is permitted to re-use the data with the additional Price for that re-use.

6.3 All Electronic Mailing List Data is supplied for business use only. The Customer is not permitted to use the data supplied to advertise, promote, offer or otherwise communicate details of personal goods or services to the Data Subjects.

6.4 The Electronic Mailing List Data must be used within 12 (twelve) months of the date of this Contract.

6.5 Any unauthorised use of the Electronic Mailing List Data, in particular any breach of clauses 6.1, 6.2, 6.3, 6.4, 7.1 and 7.2 of this Schedule will incur an addition charge calculated as the full single-use price of the Electronic Mailing List Data supplied for each time an unauthorised use occurs.

7. Customer obligations

7.1 The Customer agrees that once approved, the Mailing Materials will not be changed or substituted.

7.2 The Customer will not sell, assign, licence the use of or give the Electronic Mailing List Data to any other organisation or allow it to be used for the benefit of any other organisation.

7.3 All emails sent by the Customer to the Data Subjects must include an option for the Data Subject to opt out of receiving further emails from the Customer.

7.4 Where APIL supplies the Customer with fax numbers for Data Subjects, the Customer must be registered with the Fax Preference Service

7.5 The Customer confirms that it complies with the Data Protection Act 1998 and the Privacy & Electronics Communications (EC Directive) Regulations 2003 particularly as they relate to direct and electronic marketing.

7.5 The Customer shall be responsible for ensuring, and warrants that the Mailing Materials and (as applicable) any Linked Website is legal, truthful, honest and decent and otherwise complies with the British Advertising CAP Code of Practice, any other applicable codes, guidance or regulations provided under the remit of the Advertising Standards Authority and the Consumer Credit Act 1974 (as amended), the Financial Services and Markets Act 2000 and all regulations implementing European Union consumer credit law.

7.6 The Customer confirms that it will destroy the Electronic Mailing List Data after its authorised use including any additional use agreed in accordance with clauses 6.1 and 6.2 of this Schedule.

8. Conflict

8.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, the terms of this Schedule shall prevail.