

Acceptance

1. The attached Advertisement Order for the placement of an Advertisement is signed and accepted on the understanding that the contractual relationship between the Advertiser and Digital Media Direct (the Publisher) is further governed by the conditions set out below (the "Agreement"). The signatory to this Agreement confirms that he/she is duly authorised to sign the Advertisement Order and in the event that he/she is not so authorised the signatory as well as the Advertiser shall become jointly and severally liable for the obligations imposed upon the Advertiser by reason hereof. In the event that the Advertiser is a private, public limited or other incorporated entity then the signatory to the Advertisement Order shall personally guarantee the obligations of the Advertiser as contained herein.

2. In consideration of payment of the Advertisement Price the Publisher agrees to publish the Advertisement on the Display Unit at the Location for the Term in the Airtime Slots. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and in relation to such subject matter supersedes all prior discussions, understandings and agreements between the parties and their agents and all prior representations and expressions of opinion by any party or its agent to any other party or its agent. Each of the parties acknowledges that it is not relying on any statements, warranties, representations or misrepresentations given or made by any of them in relation to the subject matter hereof, save those expressly set out in this Agreement and that it shall have no rights or remedies with respect to any such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud, fraudulent misrepresentation or fraudulent concealment of any party.

3. Unless otherwise specifically agreed in writing, the terms and conditions of this Agreement shall apply to any Advertisement Order placed by the Advertiser. In the event of any inconsistency between these terms and conditions and any other terms and conditions printed or written upon any other documents passing between the parties (including without limitation the Advertiser's own purchase orders) the terms and conditions of this Agreement shall prevail. No variation of the terms and conditions of this Agreement shall be applicable to any such Advertisement Order unless expressly accepted in writing by the Publisher.

4. For the purpose of these conditions:

"Advertiser" is the contractual principal that is the party responsible for payment of charges arising from the publication of the Advertisement.

"Advertisement" includes any form of advertising published by the Publisher at the Advertisers request.

"Advertisement Price" the price stated on the Advertisement Order.

"Airtime Slots" the time periods during the Term either when the Advertisement will be displayed on the Display Unit as requested on the Advertisement Order.

"Artwork" is all information necessary to facilitate the creation of the Advertisement.

"Deadline" the time period as stipulated in the Terms & Conditions by when the Advertiser must supply all Artwork to the Publisher.

"Deposit" the first instalment paid in respect of the Advertisement Price.

"Display Unit" the form of visual media displaying device at the Location.

"Location" is the site at which the Display Unit is situated as stipulated on the Advertisement Order.

"Term" the days or duration period during which the Airtime Slots will be run as stipulated on the Advertisement Order and for any period renewed pursuant to clause 27.

Rates and Payment

5. Advertisement rates are subject to revision at any time and individual orders are accepted on condition that the price binds the Publisher only in respect of items contained in the Advertisement Order. Advertisement rates are exclusive of value added tax, which will be added at the prevailing rate(s) when the Advertisement is invoiced unless the rate is specifically stated to be inclusive of taxes. In the case of any Advertisement placed by an advertising agency, the Advertiser and the said agency shall be a party to this Agreement in respect of the insertion of such Advertisement and shall be jointly and severally liable to the Publisher in respect of all matters arising under this Agreement. The said advertising agency shall be responsible for making the Advertiser aware of such liability and shall be deemed in all circumstances to be the agent of the Advertiser.

6. In the event that the Publisher agrees to accept payment by instalments it is accepted that the supply of the services under this Agreement are tantamount to a continuous supply over the Term. The Deposit shall form part of the Advertisement Price. The Advertiser shall stipulate otherwise on the Advertisement Order must pay the stated price within 14 days after the date of the invoice. The Publisher reserves the right (without prejudice to the Publisher's other rights and remedies) to charge interest on any amounts overdue at an annual rate of 8% above the base rate of Bank of England for the time being in force.

Artwork

7. If the Advertiser exercises the option to supply the Artwork, then it must be supplied no less than 72 hours before the Campaign Start Date and must be of a standard that meets the Publishers requirements. Should The Advertiser exercise the option to have artwork created by The Publisher, all artwork must be received no less than 21 working days before the campaign start date. The Publisher does not accept responsibility for ensuring compliance with Advertisers warranties at Clause 16.

8. In the event that the Advertiser exercises the option requiring the Publisher to create the Artwork then the Advertiser agrees to pay the Artwork Price as stipulated on the Advertisement Order.

9. The Publisher reserves the right to adapt, amend or vary the Artwork as it deems necessary. The Publisher will require a proof of the proposed Advertisement and seek the Advertiser's approval of the same. The Publisher will use its best endeavours to accommodate the requirements of the Advertiser, but in the event that the Publisher is requested to revise the proof in excess of three occasions then the Publisher reserves the right to make a reasonable charge for supplying any further proofs. In the event that either the Artwork is not supplied by the Deadline, or approval of the proof of the Advertisement is not given by the Advertiser a minimum of 72 hours prior to the Campaign Start Date then the Publisher is authorised to publish an Advertisement in a form the Publisher deems appropriate.

10. All Artwork is accepted subject to the Publisher's approval and the Publisher reserves the right to refuse any Artwork submitted for publication, in this respect the Publisher's decision is final. However, in the provision of such approval the Publisher does not warrant that the Advertiser has complied with the Advertiser's warranties at clause 16 and such responsibility to comply rests with the Advertiser at all times.

11. The Publisher cannot accept liability for any errors due to inaccurate Artwork or a failure by the Advertiser to supply the Artwork where required or to approve the proof within the required time limit at clause 9. Charges will be made to the Advertiser where the Publisher is involved in extra production work owing to the failure to so approve or other acts or defaults of the Advertiser or its agents.

12. Should the Advertiser seek to change the Artwork supplied or created or change the approved Advertisement then the Publisher is under no obligation to accept the changes and reserves the right to accept changes only subject to further charges as deemed necessary by the Publisher.

13. All additional charges levied by reason of paragraphs 9 to 12 shall be payable upon demand.

14. The Advertiser authorises the use by the Publisher of the Artwork on any other form of media in the ownership or control of the Publisher for such purposes as the Publisher deems fit.

15. The Artwork is held by the Publisher at the Advertiser's own risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy all Artwork which has been in its custody after twelve months from the date of its last Airtime Slot.

Advertiser

16. The Advertiser warrants that no Artwork:

- (i) shall infringe or prejudice the rights of any third party (including without prejudice to the generality of the foregoing, intellectual property rights)
- (ii) shall be defamatory of any third party;
- (iii) shall constitute unfair competition or any like tort or civil wrong;
- (iv) shall infringe any laws, regulations and voluntary codes of conduct within the countries within which the Advertisement is to be used;
- (v) shall infringe the British Code of Advertising Practice (BCAP Code) or UK Code of Non-broadcast Advertising, Sales Promotion & Direct Marketing (CAP Code)
- (vi) shall in any way cause harm or physical injury to any individual;

17. The Advertiser further warrants that it will be responsible for retaining and paying all necessary licences and consents for the display of any advertising or copyright material contained or the appearance of any person in the Advertisement and further undertakes to indemnify and to keep indemnified the Publisher against any costs, claims and expenses which result directly or indirectly from any breach of any of the above warranties.

18. The Advertiser understands and accepts that the Display Unit may form part of a larger or a number of Display Units or other forms of advertising display media either owned or in the control of the Publisher within the immediate vicinity of the Display Unit. The Advertiser accepts that by entering into this Agreement the Publisher does not offer or warrant any form of exclusivity to the Advertiser thereby preventing the display of advertisements by third parties of products or services similar in nature to the Advertisement forming the subject matter of this Advertisement Order either in the Allocated Space, the Display Units or on any other form of advertising media display either within the ownership or control of the Publisher or not.

Errors

19. In the event of any error, misprint or omission in the display of the Advertisement, except where attributable to a default by the Advertiser or its agents, the Publisher may at its sole discretion make an adjustment to the price. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the Advertisement. In no circumstances shall the total liability of the Publisher for any error, misprint or omission (Liability) exceed either:

- (a) the amount of a refund of that part of the Advertisement Price payable to the Publisher for the Advertisement in connection with which the liability arose such refund being calculated by reference to pro rata the number of (incidence(s) that the Liability arose, or
- (b) the cost of a further or corrective advertisement of a similar type and standard to the advertisement in connection with which the Liability arose.

Any complaint concerning the reproduction of an Advertisement must be received in writing by the Advertiser within 7 Days of the Airtime Slot giving rise to the complaint.

General

20. Competitions and promotions must comply with the British Code of Sales Promotion Practice.

21. The Publisher cannot accept responsibility for or assure a grant of any changes requested by the Advertiser to the Airtime Slots. Any such requests in any event must be made in writing and received by the Publisher a minimum of 72 hours prior to the original Airtime Slot. Should the Publisher at its sole discretion agree to grant the changes requested the Publisher also reserves the right to charge for any additional expenses involved in effecting such changes.

22. Subject to clause 26 below, if the contract is terminated within 14 days of being agreed, the deposit amount stated overleaf is levied and becomes payable within 14 days of the date of termination. After this 14 day period however, this Agreement cannot be cancelled or terminated by the Advertiser.

23. The Advertiser accepts that the location and format of the Display Unit may not be in areas within the control or ownership of the Publisher and for reasons beyond the Publishers control (on occasion the Publisher may not be permitted to display the Advertisement). The Advertiser further accepts that the request for the Airtime Slot is a request only and merely states a preference which the Publisher will endeavour to supply. The Publisher may offer discounts to the Advertiser off its normal prevailing rates and if such discounts are applied the Advertiser accepts that Airtime Slots may need to be altered to prioritise other advertising customers of the Publisher as the Publisher may deem necessary from time to time. Further and in any event the Publisher reserves the right to alter the location/format or Airtime Slots where and when the Publisher in its sole discretion deems necessary. With regard to each of the aforementioned instances the Publisher will use its reasonable endeavours to provide the location/format in the Airtime Slots but does not warrant that it can so do and in the event that there is a failure for any reason whatsoever to supply either or both the location/format and/or the Airtime Slots then the Publisher shall at its sole discretion supply either a comparable location/format and/or alternative Airtime Slots or a partial or whole refund and any such failure is not a breach of this Agreement and does not give rise to an opportunity for the Advertiser to either terminate this Agreement or seek or demand a refund or compensation.

24. For the purposes of this Agreement, Force Majeure Event means any event affecting performance of either party's obligations under this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party including, without limitation, the Publisher being prevented access to or use of the Display Unit, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, satellite, internet or other communication links or technical failure, war, military operations, riot, crowd disorder, strike or other industrial action, terrorist action, civil commotion and any legislation or other ruling of any relevant government, course or other competent authority. If either party is totally or partially prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event, it shall endeavour to notify the other of the matters constituting the Force Majeure Event and provide the other with its best estimate of the likely extent and duration of the Force Majeure Event. The party prevented from performing its obligations under this Agreement by a Force Majeure Event shall be excused from performance of such obligations from the date of the occurrence of the Force Majeure Event for so long as it continues and in the event that the Force Majeure event should continue for a continuous period of three months then this Agreement shall be null and void and neither the Publisher or the Advertiser shall be liable to one another for any loss or damage, consequential or otherwise save for any antecedent breaches which may have occurred in respect of which such party retains rights afforded under this Agreement.

25. The Publisher allows 5% downtime per year to perform necessary maintenance to screens/media hardware. If the downtime exceeds 5% per year, The Publisher will compensate Artwork for the duration paid for.

Termination

26. Without prejudice to any rights that have accrued to either party under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default 14 days after being notified in writing to make that payment.

(ii) the other party commits a material breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement and if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(iii) the other party:

- (A) suspends, or threatens to suspend, payment of its debts;
- (B) is unable to pay its debts as they fall due or admits inability to pay its debts;
- (C) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (D) (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
- (E) (being a partnership) has any partner to whom any of clause 26 (A) to clause 26 (N) apply.
- (F) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (G) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (H) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (I) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (J) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (K) a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;
- (L) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 26 (A) to clause 26 (N) (inclusive);
- (M) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (N) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

27. The duration of this Agreement shall be for the Term stated overleaf and subject to clause 28.

28. Without prejudice to any rights that have accrued to either party under this Agreement or any of its rights or remedies in the event that the Publisher is unable to supply for any reason any Airtime Slots at the Location during any Further Term then the Publisher shall be entitled to terminate this Agreement immediately on notice.

29. Without prejudice to any rights to terminate this Agreement for reasons of non-payment in the event that the Advertiser has agreed to pay the advertisement rates in instalments then in the event that the Advertiser defaults on any instalment then the whole amount of the then outstanding Price for the whole Term shall become immediately payable. The Publisher may at its discretion not terminate but suspend the publishing of the Advertisement until such time as the Advertiser has brought up to date any overdue payments. Any such tolerance or forbearance on the part of the Publisher cannot be deemed to constitute a waiver of its rights under this Agreement.

30. On occasion the Advertiser may request the supply of incentives (for example hospitality passes or access to venues or arenas for organised events) as stipulated on the Advertisement Order. The Publisher may seek to supply such incentives, but this does not create an obligation upon the Publisher to so supply them and does not form part of any contractual arrangement either in this Agreement or otherwise. The failure to so supply any such incentives is not tantamount to a breach of this Agreement.

31. The publishing of any Advertisement on any Display Unit will not create any proprietary interest in the Display Unit that would either allow the Advertiser to seek ownership of the Advertisement or ownership or removal of the Display Unit.

32. Any notices required to be given hereunder shall only be deemed effectively served if made in writing and sent by recorded delivery post, in the case of the Advertiser to its last known place of business or abode or its registered office in the event it is an incorporated body and in the case of the Publisher to its registered office.

33. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

34. The parties agree, in the circumstances referred to in clause 33 to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

35. Subject to clause 19 in respect of any breach whether willful or not of the Agreement and any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with this agreement the Publisher shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profits, business, depletion of goodwill similar losses or loss of anticipated, goods, of contract, of use, corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses. All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.

36. If this contract is cancelled by the advertiser, then a £395.00 administration fee will apply.

37. These conditions and all other express terms of the Agreement shall be governed and construed in accordance with the Laws of England.