



GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Definitions and Interpretation

1.1 In these terms and conditions the following terms shall have the respective meanings given to them there and (unless the context otherwise requires):

"Advertisement Copy" means any poster or posters, or other advertising material, supplied to the contractor and intended for display by the contractor.

"Advertiser" means any person, firm, company or organisation who wishes to display advertisement.

"Advertising Agency" means any person, firm, company or organisation recognised as an outdoor media specialist or an advertising agency by the contractor.

"Artwork" means the design or material to be used for the production of an Advertisement Copy such artwork to be provided in an accepted industry format and specification including CD and CD Rom.

"Contractor" means any company within the Primesight group of companies who accepts an order for the posting or display of Advertisement Copy and shall include the contractor's successors in title and assigns.

"days" in the cancellation clause (clause 4) is calendar days not working days.

"Fees" means the fees and charges payable by the principal to the Contractor as set out in an order or as specified by the Contractor from time to time.

"In Charge Date" means the date from which payment shall commence as specified in an order or the Contractor from time to time.

"month" means a calendar month; **"half month"** means a half calendar month.

"Order" means an order which incorporates these general terms and conditions given by an Advertiser or an Advertising Agency to and accepted by the Contractor for the display of Advertisement Copy.

"Principal" means the Advertiser or the Advertising Agency, including their successors in title and assigns, which party is liable for the performance of the warranties, obligations, representations, undertakings and agreements contained in these general terms of conditions including, without limitation, liability for the payment of Fees.

"Posting" means the posting or display of an Advertisement Copy by the Contractor.

"Production Inclusive Orders" means orders where the Contractor is responsible for the production of an Advertisement Copy on behalf of a Principal.

"VAT" means value added tax and any substituted or similar tax.

"working day" means from Monday to Friday inclusive except any Bank or Public Holiday.

1.2 In these terms and conditions (unless the context otherwise requires):-

1.2.1 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally.

1.2.2 words importing persons includes firms, companies and bodies corporate and vice versa;

1.2.3 words importing the singular shall include the plural and vice versa;

1.2.4 words importing any one gender shall include either other gender;

1.2.5 the headings are for reference only and shall not affect construction;

1.2.6 reference to a clause is reference to a clause in these terms and conditions so numbered;

1.2.7 an obligation on either party to do something includes an obligation to procure it to be done on its behalf;

1.2.8 references to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.

2. Acceptance of Terms and Conditions

2.1 Except in so far as they are:-

2.1.1 varied by the Contractor from time to time; or

2.1.2 inconsistent with the express provisions of an Order (such express provisions to be specified in an Order at the sole discretion of the Contractor only) these terms and conditions shall be deemed to be incorporated in any contract arising from an Order for the display of Advertisement Copy.

2.2 The Principal shall be responsible for the payment of all Fees and shall be deemed to have full authority in relation to all matters connected with the placing of an Order including, without limitation, the approval or amendment of an Advertisement Copy.

2.3 Any person, firm, company or organisation, other than an Advertiser or an Advertising Agency, giving an Order to the Contractor for and on behalf of a client shall be deemed to contract as a principal jointly and severally with the client concerned unless expressly accepted as an agent by the Contractor.

2.4 No terms and conditions other than these terms and conditions shall be binding on the Contractor unless and until accepted in writing by the Contractor.

2.5 All orders shall specify the name of the principal otherwise the order shall be deemed to have been rejected by the Contractor and this rejection confirmed to the party or parties seeking to place the order. An order may be confirmed by the Contractor by an order confirmation form which in the case of line by line bookings shall include details of individual sites booked.

2.6 Any order confirmation form issued by the Contractor in accordance with clause 2.5 shall be sent to the last known address of the Principal and the service provisions under clause 11 shall apply.

2.7 The delivery of any Advertisement Copy shall not be deemed to have been made by the Principal until the delivery requirements specified in clause 3 have been met.

3. Acceptance and Display of Advertisements.

3.1 All Advertisement Copy shall be delivered carriage paid at the address or addresses specified by the Contractor no less than 5 working days before the date of Posting or the In Charge Date whichever is the earlier. A part delivery of any Advertisement Copy shall be deemed to be no delivery for the purposes of this clause.

3.2 In the event of an Advertisement Copy being delivered after the aforesaid 5 working days then that Advertisement Copy shall be deemed delivered if the Principal so requests in writing and agrees to pay an additional posting charge specified by the Contractor.

3.3 All Advertisement Copy shall ordinarily be displayed within 5 working days of the In Charge Date. In the event of late delivery of Advertisement Copy under clause 3.2 such Advertisement Copy shall ordinarily be posted/displayed within 5 working days of actual date of receipt by the Contractor or by such other period specified by the Contractor. In accordance with clause 3.1 a part delivery of any Advertisement Copy shall be deemed to be no delivery for the purposes of this clause.

3.4 In the case of Production Inclusive Orders all Artwork must be delivered to the Contractor by the date specified by the Contractor such date being at least 14 days in advance of the date for Posting. The Contractor must also be in receipt of comprehensive posting/display instructions from the Principal no later than the date of receipt of Artwork. The Contractor shall not be liable for any changes in colour between the Artwork and the printed Advertisement Copy.

3.5 The Contractor shall not be responsible for the late production or Posting of any Advertisement Copy in the event that relevant Artwork and/or comprehensive posting/display instructions are not delivered in accordance with clause 3.4. In the event of late production and/or Posting of any Advertisement Copy arising from the Principal's failure to comply with the obligations under clause 3.4 or any other obligations in these terms and conditions the Principal shall remain liable to pay all Fees due under any Order from the In Charge Date.

3.6 The Contractor shall be supplied with an adequate number of Advertisement Copy to complete any Posting under an Order plus an additional amount to enable the Contractor to maintain such Posting in good condition. This additional number of Advertisement Copy shall be a minimum of 10 in number, or such number as specified by the Contractor, or in relation to an advertising campaign using over 100 panels the additional number shall be 15% of the total number of Advertisement Copy to be displayed under an Order.

3.7 Where the Principal wishes to have one or more changes of display of Advertisement Copy during any Posting period for the purposes of an advertising campaign the Principal must make a request to the Contractor for any such change prior to or at the time of placing any Order. In the event of the Principal making any request for change of Advertisement Copy later than the placement and acceptance of an Order then the Contractor will only accept such a request if the Principal so requests in writing and agrees to pay an additional posting charge specified by the Contractor.

3.8 Where a change of display of Advertisement Copy is accepted by the Contractor in accordance with clause 3.7 such Advertisement Copy shall be delivered to the Contractor no less than 10 working days before the agreed date of change of Advertisement Copy or as specified by the Contractor. The Contractor shall complete such change of display of Advertisement Copy within 10 working days of the date of change, or as specified by the Contractor, provided the Contractor has received the change of Advertisement Copy in accordance with this clause.

3.9 In the case of Production Inclusive Orders, where a change of display of Advertisement Copy is accepted by the Contractor in accordance with clause 3.7 all Artwork and comprehensive posting/display instructions must be delivered to the Contractor by the date specified by the Contractor, such date being at least 14 days in advance of the date of change of the Advertisement Copy.

3.10 The Contractor shall not be responsible for the late production or Posting of any Advertisement Copy in the event that relevant Advertisement Copy or Artwork and/or comprehensive posting/display instructions are not delivered in accordance with clauses 3.7 and 3.8. In the event of late production and/or Posting of any Advertisement Copy arising from the Principal's failure to comply with the

obligations under clauses 3.7 and 3.8 or any other obligations in these terms and conditions the Principal shall remain liable to pay all Fees due under any Order from the In Charge Date.

3.11 Any special or additional requirements regarding the display/posting of any Advertisement Copy or, in the case of Production Inclusive Orders, the production and/or posting of any Advertisement Copy should be specified or proposed by the Principal prior to or at the time of placing any Order and full technical specification must be supplied to the Contractor at the same time that relevant Advertisement Copy or, in the case of Production Inclusive Orders, relevant Artwork is delivered to the Contractor

3.12 The Contractor reserves the right to approve any special or additional requirements specified or proposed by the Principal under clause 3.11 and the Contractor shall at its sole discretion carry out the special or additional requirements provided such special or additional requirements are reasonable and provided the Principal complies with clause 3.11 and other relevant provisions of these terms and conditions. The Contractor shall not be liable for any liabilities of any kind whatsoever (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) arising from or in connection with any special or additional requirements specified or proposed by the Principal.

3.13 All paper Advertisement Copy shall be printed on good quality paper of a minimum weight of 105g/m² and the weight of the paper shall be printed on a lap edge of each Advertisement Copy. For backlight pvc skin the minimum weight shall be 520 g/m².

3.14 In the case of line by line bookings where specific sites have been booked or identified in any Order the Contractor reserves the right, without any liability whatsoever, to substitute any booked or identified sites for other sites of a similar quality in the same town or any neighbouring town provided that notice is given by the Contractor at any time prior to the In Charge Date. The Contractor may exercise the right contained in this clause for any reason whatsoever including, without limitation, technical reasons and reasons relating to health and safety, planning control and damage to property.

3.15 The Principal acting reasonably has the right to reject any substitute site proposed by the Contractor under clause 3.14 if the Principal does not reasonably approve of the substitute site. Where the Contractor cannot secure a further substitute site the Contractor may at its sole discretion terminate the booking in relation to the original site or sites booked or indentified in any Order without any liability whatsoever to the Principal or any other party.

3.16 Where the Posting period of any Advertisement Copy is time sensitive for the purposes of an advertising campaign and the Principal requires such Advertisement Copy to be removed from display on or by a specific date then the Principal must notify the Contractor of any such requirement prior to or at the time of placing any Order. Notwithstanding the specifications in any Order, no guarantee can be given that an Advertisement Copy will be posted or displayed on a fixed date for a fixed period. The Contractor shall not be liable for any liabilities of any kind whatsoever (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) arising from or in connection with any late posting or non-posting of any Advertisement Copy for any reason whatsoever including, without limitation, technical reasons and reasons relating to health and safety, planning control and damage to property.

3.17 In the event that any Posting is removed early for any reason whatsoever including, without limitation, technical reasons and reasons relating to health and safety, planning control and damage to property, the Contractor may at its sole discretion endeavour to find a substitute site or, alternatively, the Contractor may at its sole discretion cancel the relevant Order without any liability whatsoever to the Principal or any other party and the Contractor may at its sole discretion credit some of the Fees paid

under the relevant Order on a pro-rata basis taking into account the costs of dismantling the relevant Posting and any other costs incurred by the Contractor in connection with the relevant Posting and Advertisement Copy.

3.18 Any complaints by the Principal regarding a Posting must be notified immediately to the Contractor. Any complaints not registered with the Contractor within 3 working days of any Posting will be disregarded by the Contractor.

4 Cancellation and Termination of an Order

4.1 Subject to Clause 4.2 an Order may be cancelled prior to an In Charge Date by either party giving to the other at least 90 days notice in writing at any time. For the avoidance of doubt, any notice of cancellation served pursuant to this clause must not expire later than any relevant In Charge Date.

4.2 In all cases where notice of cancellation is given by the Principal under clause 4.1 the Contractor will accept such notice strictly upon payment of the following percentages of the total Fees due under an Order, namely:

15 % if less than 90 days but 75 or more days notice is given

30% if less than 75 days but 60 or more days notice is given

40% if less than 60 days but 45 or more days notice is given

70% if less than 45 days but 30 or more days notice is given

90% if less than 30 days notice is given

4.3 Where a contract period arising from an Order is 12 months or more, the contract may be terminated after the expiry of the first 9 months of the contract by either party giving to the other at least 90 days notice in writing at any time on or after the expiry of the 9 month period. For the avoidance of doubt, any notice of termination served pursuant to this clause must only be served on or after the expiry of the first 9 months of a contract.

5. Accounts

5.1 Invoices shall be sent to the Principal and/or the Principal's agent as appropriate. In the case of the latter, the invoice shall state the name of the agent followed by the words 'acting as agent for' and shall then state the name of the Principal.

5.2 The Principal and/or the Principal's agent as appropriate shall be sent a monthly statement of account by the Contractor.

5.3 Invoices for any Posting to be displayed for a period of one month or less will normally be raised during the month of the Posting period. Where such a period starts in one month and finishes in the next month then each part month will be invoiced as a separate Posting period.

5.4 In the case of any Posting to be displayed for a period of three weeks or less which start in one month and finish in the next month, invoices will normally be raised in the month in which the majority of the Posting period falls.

5.5 Invoices for any Posting to be displayed for a period exceeding one month will normally be raised in each month of the period of the Posting.

5.6 Payment of invoices shall be due on the sixth (6th) working day of the second month following the end of each month in which the Posting period falls except for periods of display of three weeks or less which start in one month and finish in the next month when payment shall be due on the sixth (6th) working day of the second month following the end of the month in which the majority of the display falls.

5.7 Invoices relating to the costs of production of any Advertisement Copy shall be raised when an Order has been accepted by the Contractor. Payment is due by the earlier of 7 days prior to the In Charge Date or any date specified by the Contractor in any invoice. If payment is not received for the cost of production within the time stipulated the Contractor reserves the right to withhold the display/posting of any Advertisement Copy until such time that payment is received by the Contractor.

5.8 If payment is not received by the Contractor in accordance with the provisions of this clause 5 the Contractor shall have the right to levy a surcharge of 2% on any outstanding amount such surcharge to be levied monthly until the outstanding amount is paid. In addition the Contractor shall be entitled to terminate any Order to which the outstanding amount relates by giving the Principal and/or the Principal's agent as appropriate a month's notice in writing (in accordance with clause 11) at any time after the due date of payment of the outstanding amount.

5.9 In the event of the Principal and/or the Principal agent's failure to comply with any of the provisions of this clause 5 the Contractor reserves the right by notice in writing (in accordance with clause 11) at any time to require any future invoices in relation to future orders to be dealt with in accordance with clause 5.10.

5.10 Where so stipulated by the Contractor at the time of accepting any Order or at any other time accounts shall be paid no later than 10 working days before the In Charge Date. In default of payment the Contractor shall be entitled without prejudice to its other remedies for breach of contract to refuse to display the intended Advertisement Copy.

5.11 The price under any Order is fixed for a period of 4 months from the date of the Order. Should the costs of a site change under any Order, the Contractor reserves the right to pass on any additional costs to the Principal or to cancel the Order without any liability whatsoever to the Principal or any other party.

5.12 Any Advertisement Copy or other advertising materials in the Contractor's possession which are surplus to requirements or which have been removed from posting/display will be destroyed by the Contractor.

6. Warranties, Liability and Indemnity

6.1 The Contractor accepts full responsibility for compliance with statutory and other legal requirements so far as concerns the use and maintenance of any site for the display of any Advertisement Copy under an Order.

6.2 The Principal warrants and undertakes that:-

6.2.1 all Artwork and Advertisement Copy will comply with all statutory and other legal requirements and provisions of the British Code of Advertising Practice.

6.2.2 it/he/she will be responsible for obtaining and paying for all necessary licences and consents for the display of any advertising or copyright material contained in any Advertisement Copy or the appearance of any person in any Advertisement Copy.

6.2.3 no Artwork or Advertisement Copy will breach the copyright or other rights of or be defamatory of any third party.

6.2.4 it will keep the Contractor indemnified in respect of all liabilities of any kind (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) incurred by the Contractor or any third party arising from any act or omission of the Principal arising out of or connected with the performance of any contract arising from any Order.

6.2.5 it will keep the Contractor indemnified against all liabilities of any kind (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) arising from any breach of the above warranties or the liabilities and obligations

contained in these terms and conditions.

6.3 The Contractor shall have the right to see details of any proposed Artwork or Advertisement Copy prior to commitment of production or posting/display of any proposed Advertisement Copy and the Contractor has the right to refuse the production or display of any proposed Advertisement Copy:-

6.3.1 which does not comply in all respects with the Principal's warranties and undertakings set out above; or

6.3.2 which differs in any respect from any Advertisement Copy specified in any Order at the time of booking or it is subsequently changed without the prior approval of the Contractor; or

6.3.3 where it has to be approved by any landlord or owner of any site and where such landlord or owner does not approve it.

6.4 The Contractor accepts no liability whatsoever for any non-performance of contract or loss or damage arising from the delay, suspension, variation or cancellation of any Posting due to any act, event or circumstance beyond the Contractor's reasonable control including, without limitation, war, industrial actions, floods or act of God, fire, inclement weather, legal restrictions, malicious or accidental damage.

6.5 In the event of any suspension or cancellation of any Order due to any reason beyond the Contractor's control including, without limitation, due to the force majeure events indicated in clause 6.4 the Contractor shall be entitled to be paid the Fees due in any Order on a pro rata basis up until the date of the suspension or cancellation of the Order, such date to be confirmed by the Contractor, together with any other monies due and owing to the Contractor by the Principal.

6.6 Should damage occur to any Artwork or Advertisement Copy whilst in the Contractor's possession due to any reason beyond the Contractor's control including, without limitation, due to the force majeure events indicated in clause 6.4 the Contractor shall not be held liable to replace any such Artwork or Advertisement Copy.

6.7 In the event of any electricity supply failure or restrictions which prevent the illumination of a Posting (such illumination being expressly prescribed in an Order) and provided that any such non-illumination is duly notified to the Contractor by the Principal immediately upon knowledge the Contractor may refund 30% of the charge relating to the period of non-illumination only. The Contractor shall not give any refund or credit in respect of non-illumination of a Posting if the defect is remedied within 5 working days of notification by the Principal. In the event of any site becoming totally ineffective as a result of an electricity supply failure the Contractor may at its sole discretion cancel the relevant Order without any liability whatsoever to the Principal or any other party and the Contractor may at its sole discretion credit a proportion of the Fees paid under the relevant Order on a pro-rata basis taking into account any costs incurred by the Contractor in connection with the relevant Posting and Advertisement Copy.

6.8 Except as expressly prescribed in these terms and conditions the Contractor shall not be liable to the Principal or any other party in respect of any liabilities of any kind (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) howsoever caused.

7 Credit Claims for Damaged, Incorrect or Non-Display

7.1 Except as expressly prescribed in these terms and conditions the Principal shall not be entitled to credit from the Contractor under any Order. In so far as the Principal is entitled to credit under any provisions of these terms and conditions, the Principal's entitlement is conditional upon prior compliance with these terms and conditions including without limitation the requirements under clause 3.

7.2 Subject to the relevant provisions of these terms and conditions, all claims for credit shall be submitted to the Contractor promptly upon knowledge of the relevant defect by the Principal together

with sufficient information to enable the Contractor to consider the claim. The Contractor shall not be required to consider any claim for credit that does not comply with the provisions of this clause or other relevant provisions of these terms and conditions.

7.3 The Contractor shall not be liable to give credit in respect of any defect, fault or damage to any Posting or the incorrect or non-display of any Advertisement Copy due to any reason beyond the Contractor's control including, without limitation, due to the force majeure events indicated in clause 6.4 or if any such defect, fault, damage, incorrect or non-display is remedied within 5 working days of due notification by the Principal provided the Contractor has sufficient Advertisement Copy in stock as per clause 3.6.

7.4 When a Contractor supplies an overshoot by way of provision of surplus/additional sites then any errors agreed by the Contractor will be offset against that overshoot. Any errors still outstanding may be credited pro rata to the original advertising campaign net of any overshoot provided by the Contractor.

7.5 If a Contractor has 50 or less static panels or 25 or less multi-faced display units (normally 75 faces) booked for an advertising campaign under any Order then any credits agreed by the Contractor in relation to those panels and units in accordance with the foregoing provisions will be paid on a one for one basis.

7.6 When a Contractor has a greater number of static panels or multi-faced display units booked under any Order over and above that specified in clause 7.5 a random and geographically weighted sample inspection will be deemed acceptable as follows:

Static Multi-faced Percentage

Panels Units sample

51 – 150 26 – 150 50%

150+ 150+ 25%

Any credit or credits agreed by the Contractor under this clause in accordance with the foregoing provisions will be paid on a pro rata basis to non-display. Accordingly agreed credits on a 50% sample inspection will be on a two for one basis and on a 25% sample inspection will be on a four for one basis.

7.7 With reference clauses 7.4 to 7.5 (inclusive) at the individual panel level credit will be given for each panel day's loss of display. A one week advertising campaign will be credited as one seventh of the gross cost of each panel per day lost. A two week or half a month advertising campaign will be credited as one fourteenth for each day lost. A four week or calendar month advertising campaign will be credited as one twenty eighth of each day lost.

8. Bankruptcy etc.

If the Principal shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or being a company shall become insolvent or commit any act of insolvency or if any petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the company and its creditors or if there shall be any breach by the Principal of any of these terms and conditions then it shall be lawful for the Contractor by notice in writing to the Principal in accordance with clause 11 to terminate the contract arising from any Order forthwith without prejudice to any right of action or remedy of the Contractor then subsisting.

9. VAT

The Principal shall pay any applicable VAT (or other sales tax) in respect of any sums due under any Order at the rate and in the manner from time to time prescribed by law, subject to receiving an appropriate VAT (or other sales tax) invoice from the Contractor.

10. Data Protection

10.1 Neither party shall disclose without the written consent of the other party any information relating to the provisions of any Order except to such extent as may be necessary in order to comply with any lawful requirement of any interested authority or regulatory body.

10.2 The Contractor reserves the right to use any Advertisement Copy or Posting for printing proofs and sales, marketing and development purposes.

11. Notices

All notices and communications shall be in writing and shall be sufficiently served if sent by facsimile or prepaid first class post, recorded delivery or special delivery to the Principal and/or the Principal's agent, as appropriate, at their last known address and to the Contractor at its address stated in any order confirmation form. Notices and communications sent by facsimile shall be deemed to be served on the date of successful transmission of the message and the date of delivery of notices and communications if sent by prepaid first class post, recorded delivery or special delivery shall be the date of service thereof.

12. Entire Agreement

These terms and conditions supersede all prior agreements and undertakings (whether oral or written) between the parties and constitutes the entire agreement between the parties relating to any Order. Each party acknowledges that it has entered into the contract arising from any Order in reliance only on the representations, warranties and promises expressly contained in these terms and conditions. Save as expressly set out in an Order or these terms and conditions, each party disclaims any further representations (save fraudulent misrepresentations), warranties, conditions or other terms, express or implied.

13. No Joint Venture or Partnership

Nothing in any Order or these terms and conditions shall create, or be deemed to create, a partnership, joint venture or relationship of principal and agent between the Principal or any other party and the Contractor.

14. Waiver.

No failure on the part of the Contractor to exercise or to enforce any right given to it by these terms or conditions or at law or any custom or practice of the parties at variance with these terms and conditions shall constitute a waiver of the Contractor's rights or operate so as to prevent the exercise or enforcement of any such right at any time.

15. Severability.

If any provision of these terms and conditions is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of these terms and conditions. However, the validity and enforceability of the remainder of these terms and conditions shall not be affected.

16. Third Parties

A person who is not a party to the contract arising from any Order will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except to the extent that any provisions of these terms and conditions expressly provide to the contrary.

17. Jurisdiction

These terms and conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts unless the Contractor's registered office is in Scotland, in which case Scottish law shall apply, or unless varied by agreement between the parties.