



Terms And Conditions
PRIMESIGHT LTD
(Thereafter called PS)

Conditions

1. a. This agreement will be binding upon PS when the same has been accepted by PS by the signing of this agreement by an authorised signatory or officer or officer of PS. If this agreement is not accepted by PS the initial payment referred to in payment schedule overleaf shall be refunded in full to the advertiser. If the agreement is accepted the initial payment shall be accepted as such towards the total sum.
b. The agreement governed by and shall be constructed and take effect in accordance with:
 - (i) The law in England and Wales
 - (ii) The law in Scotland for locations in Scotlandand the parties hereto irrevocably submit to the exclusive jurisdiction of either i) English ii) Scottish Law, as the case may be.
2. Where PS agrees to procure the creation, production and placement of Advertisement as specified in the Display Schedule.
3. a. The Advertiser should pay to PS in respect of the creation production and placement of the said advertisement the sums set out in the payment schedule overleaf and/or the conditions on this page
b. In the event that an invoiced installment is not paid by the last day of the month of the period of display an automatic surcharge of 1% shall be applied to the amount outstanding and a further 1% shall be payable in respect of the principal amount which is still outstanding on the 15th day of each subsequent month
c. PS shall have the right to remove any posters and cancel any order in respect of which payment is overdue after the last day of the month of display and the advertiser shall be liable to pay a termination payment of 3 months full rental or the remainder of the contact whichever is less.
4. The display period referred to in the Display Schedule shall commence on the date of the first showing of the advertisement at the location(s) nominated in the display schedule as notified by the company or as appearing in the display schedule overleaf
 - a. Campaigns will be posted between 3 working days prior to the in charge date and the 3 working days afterwards. Removal of advertisement copy can take place similarly between 3 working days prior to and 3 working days after the date fixed for the completion of an order.
 - b. The contractor shall supply a certificate of posting for each display upon written request at the earliest moment.

5. The advertiser warrants and undertakes that:
 - a.
 - i) all his advertising copy will comply with all statutory and other legal requirements and provisions: with the provisions of the British Code of Advertising Standards Authority and the code of Advertising Practice Committee of the Outdoor Advertising Association of Great Britain Ltd.
 - ii) he will be responsible for obtaining and paying for all necessary licenses and consents for the posting of any advertising copying material contained or the appearance of any person in his advertisement copy
 - iii) no advertising copy will breach the copyright and other rights of or be defamatory of any third party.
 - iv) he will indemnify and keep the contractor indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use of any advertisement copy or matter supplied by or displayed for the advertiser.
 - v) all investment advertisements will be issued by an authorised person and the contents of such advertisements will have the prior approval of an authorised person as required by the Financial Services Act 1986 or the advertisements will be within those permitted by or under section 58 of the aforesaid act.
 - b. The contractor shall have the right of refusing to display or continuing to display any advertisement copy which does not comply in all respects with the advertisers warranties and undertakings detailed in clause 5(a) above or unless the advertisement copy has been approved by the contractor prior to poster being printed or for other good reason and in either case no claim on the advertiser for damage or breach of contract shall arise and the sites reserved shall be paid for in full notwithstanding that the posters have not been displayed
 - c. The due performance of any order is subject to suspension variation or cancellation by the contractor owing to Acts of God, strikes, lock-outs, legal restrictions or the loss of any sites which are included in the order. In the event of suspension variation or cancellation for any of the foregoing reasons or for any reason beyond the contractors control the contractor shall be entitled to be paid by the advertiser any monies due and owing by the advertiser to the contractor but the contractor shall not be able to pay and damage costs or expenses to the advertisers as a result or in respect of such suspension variation or cancellation.
 - d. If the contractor shall be liable for the non-display or damaged or incorrect display or any advertisement copy, the contractor's liability shall not exceed the charge for display of the advertisement copy for the period of non-display or damage or incorrect display.
 - e. The contractor shall not be liable to give credit in respect of any damaged or incorrect display of any advertisement copy if he remedies the defects within 10 working days after receipt of notification.
 - f. The contractor shall not be liable for loss or damage to any advertisement copy supplied to the contractor, except in the case of fire, lightning, explosion of boilers, storms and tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, when the contractors liability shall not exceed the original costs to the advertiser of the destroyed or damaged advertisement copy in the contractors hands for display against a current order.
 - g. In the event of any electricity supply failure or restrictions which prevent the illumination of all or any sites included in an order the contractor shall be liable only to refund the extra rental for any charges such as illumination.
6. In the event of the advertisement created and produced by PS does not conform with the material supplied by the Advertiser, the Advertiser shall not be able to rescind this agreement, but PS shall, at no cost to the Advertiser create or produce a further advertisement.

7. In the event that the Advertiser, subsequent to the creation and/or production of the advertisement, wishes to change and or vary the content thereof, the costs associated with such change or variation shall be borne by the Advertiser.
8. If for any reason the display periods of the advertisement is delayed or interrupted at any location this agreement shall nevertheless continue during such delay or interruption, but the Advertiser shall not pay the installment(s) specified during such period. In such an event the display period will recommence as soon as practicable after the cause for such delay or interruption is removed and the display period and this Agreement shall be deemed to be extended by the length of the period of the delay or interruption and the Advertiser shall thereupon recommence the payment of the installments on the day the advertisement is next displayed.
9.
 - a. No variation or modification of the terms or conditions of this agreement shall effective unless made in writing and signed by the Advertiser and by a Director, or, General Manager of PS
 - b. In the event of the advertiser wishing to cancel the agreement PS require three months written notice to be submitted by recorded delivery. If there is less than three months duration **left on the display period or the** initial display period was only **for three months or less** then the entire agreement period is payable
10. In the event PS is notified by a location owner that the advertisement is unacceptable PS may thereupon reclaim this agreement and recover from the Advertiser the balance of any monies owing as set out in the Payment Schedule.
11. The Advertiser shall agree to provide PS all advertising copy 3 weeks from the contract date. Failure to satisfy same will result in PS commencing agreement charges 3 weeks from the contract date regardless of whether the advertisement has been created or erected.
12. PS shall not be responsible for any error in any advertisement, nor failure of the advertisement or display and in the event that the advertising activities of PS are restricted, curtailed or prevented PS may determine this contract forthwith.
13. PS do not accept liability for loss or damage to goods or equipment supplied by the Advertiser by the Advertiser, but PS will take reasonable care of advertising material provided when it is no longer required, such material will be made available for collection by the Advertiser within 28 days of written notice being given by the Advertiser for this effect after which PS will be free to destroy the same.
14. The Advertiser hereby grants PS full rights to display the advertisement subject to the terms herein contained and all copyright in the advertisement shall remain with Advertiser or such third parties as may be entitled thereto.
15. PS may assign or sublet this agreement to any person, corporation, trustee or other person without notice to the Advertiser and any covenant, indemnity or undertaking given by the Advertiser to PS's arranged principals, agents or associates.
16. This agreement constitutes the entire agreement between the parties as regards the subject matter hereof and it shall supersede all previous Agreements made between parties or any representatives orally or in writing between them and the schedules to this Agreement shall form part of this Agreement.
17. The Tax Point is the actual date of the invoice and Value Added Tax at the rate applicable at the date of this contract is added and included in the total sum payable. In the event of there being

any change in the rate of the Value Added Tax reserve the right to alter the total sum payable under the terms of this Agreement to take account of such alteration. In any event, any further costs, charges and expenses incurred by PS and not included for value added tax purpose in the calculation of the total sum will if so subject thereto to be paid exclusive of VAT.

18. If the business of the Advertiser is taken over by a new proprietor or if the business is brought to an end or the nature of the business changes the Advertiser will remain liable to pay all the fees due under this Agreement. PS may consent to a new proprietor taking over the contract if the application is made and signed by both the old and new proprietors.
19.
 - a. In this Agreement, whenever the context permits, reference to the masculine gender shall include and neuter and the singular number shall include the plural.
 - b. All the terms and conditions hereof all be binding on and ensure to the benefit of the Executives, Administrators, Successors and permitted Assigns of the Advertiser and the Successors and Assigns of PS.
 - c. No waiver by either party of the breach or non-performance of any terms, conditions or obligations of this Agreement shall constitute a waiver of any subsequent breach of failure to perform the same or any other term, condition or obligation.
 - d. Where there is more than one Advertiser, every Agreement herein by the Advertiser shall bind each person jointly and each of them severally.
 - e. 'Material' means written, graphic, diagrammatic and visual content required by or approved by the Advertiser in respect of the Advertisement.
 - f. 'Advertisement' includes any poster, negative, tape or other device in which one or more visual images are embodied and subsequently displayed onto a medium.
 - g. The schedules to this Agreement form part of it and should be read in conjunction therewith.
20.
 - a. The expression 'working day' shall mean any day of the week from Monday to Friday inclusive except Bank or Public Holiday.
 - b. The expression 'in-charge date' shall mean the date from which the payment shall commence specified in the order.
21. Where the Advertiser chooses to have posters produced at the Advertiser's own expense and not arranged through PS for subsequent display then the Advertiser warrants and undertakes to be bound by Condition 5. paragraphs (a) to (f). Furthermore the Advertiser warrants to have the posters delivered to a nominated billposting contractor at least 10 days before the commencement of the display period.
22. Dependent on the length of the display extra posters may be required; the Advertiser agrees to supply the additional posters in quantities required by PS.
23. PS will not be liable for claims of non-display if sufficient posters have not been supplied.
24. The Advertiser warrants and undertakes that in the event of the Advertiser failing to supply posters in sufficient time for the commencement of the display, charges will commence for all advertising sites booked regardless of the Advertiser's posters being available for display.
25. Payment
 - a. Standard credit terms of Primesight are 30 days.
 - b. Any campaigns under £1,000 should be prepaid in full.
 - c. An Early Settlement Discount of 2.5% is applicable if the client pays the invoice in full within 7 days of the date of invoice.
 - d. This is subject to satisfactory credit score and references. If these are not available a prepayment will be required.