



CLEAR CHANNEL UK LIMITED

CREATE GENERAL TERMS AND CONDITIONS OF CONTRACT

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GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Definitions

- a)** 'Advertiser' means any person firm or company who acting as a Principal gives an Order.
- b)** 'Advertising' means digital advertising content and application to be provided in digital format by the Principal's creative agency (as listed in the Campaign Plan) to the Contractor to be shown on the Screens in accordance with the Campaign Plan.
- c)** 'Advertising Agency' means any person, firm, company or outdoor specialist recognised as an Advertising Agency by the Contractor and who acting as a Principal gives an Order.
- d)** 'Advertising Airtime' means the amount of Screen time devoted to the Principal for Advertising in accordance with Clause 5 and as otherwise agreed from time to time.
- e)** 'Agent' means any person firm or company appointed by a Principal to administer an Order.
- f)** 'Back-up' means the static or video content supplied by the Principal to be played in the event that the Advertising has not been tested or cannot be tested in sufficient time.
- g)** 'Campaign' means any Materials intended for display by the Contractor in any format including without limitation electrical format and physical copy as detailed in the Campaign Plan, to be produced in its final form by the Contractor.
- h)** 'Campaign Plan' means the agreement between the Contractor and Principal for the production, operational aspects and requirements of the Campaign including without limitation, details of the construction method, materials, components, functionality, locations, timeframes, costs, installation method, lighting plan if required, approval process, responsibilities, risks, site or factory visits and maintenance.
- i)** 'Contractor' means Clear Channel UK Limited who accepts an Order and shall include Clear Channel UK Limited's successor in title and assigns.
- j)** 'Design' means the final drawings or illustrations showing the completed Campaign.
- k)** 'Fees' means the fees referred to in the Campaign Plan and such other fees as agreed between the parties to be paid in accordance with this Agreement.
- l)** 'Half Month' means 14 days.
- m)** 'Hardware' means any electrical or mechanical components used within the Campaign Plan.
- n)** 'Integration' means the installation of the Advertising on the Screens and the calibration of the Hardware.
- o)** 'In Charge Date' means the date from which the display shall commence as specified in the Campaign Plan.
- p)** 'Intellectual Property Rights' means copyright, moral rights, patents, trade marks, trade names, service marks, design rights, database rights, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets), and other similar or related intellectual property rights (whether registered or not) and applications for such rights anywhere in the world.
- q)** 'Materials' means any artwork assets, Designs, Advertiser products, posters, digital files, PDF proofs, posting instructions or physical components required by the Contractor to deliver the Campaign.
- r)** 'Month' means 28 days.

s) 'Order' means an order which incorporates these General Terms and Conditions of Contract and the Campaign Plan given by an Advertiser or an Advertising agency to and accepted by the Contractor for the display of Advertisement Copy.

t) 'Principal' means any Advertiser or Advertising Agency and shall include their successor in title and assigns who gives an order as the Principal to the Contractor and as such is liable for payment for display of Advertisement Copy.

u) 'Screen(s)' means the digital display screen(s) on which the Advertising is to be displayed, situated at the Sites.

v) 'Site(s)' means the Contractor advertising panel or location for the Campaign or Screens.

w) 'Specification' means the specifications provided by the Contractor to the Principal from time to time.

x) 'Working Day' means any day being a Monday through to and including Friday of any week save for any such day which is a public or bank holiday.

2. Acceptance of Terms and Conditions

a) These Terms and Conditions and the Campaign Plan shall together form the Agreement arising from orders for the display of the Campaign accepted by the Contractor.

b) The Principal shall be ultimately responsible for the payment of accounts and shall be deemed to have full authority in all matters connected with the placing of Orders as well as the approval of the Campaign Plan and approval or amendment of the Campaign. Any person, firm or company other than an Advertiser or an Advertising Agency recognised by the Contractor giving an Order for and on behalf of a client shall not be deemed to contract as a Principal but shall be regarded for all purposes as an Agent for a disclosed Principal unless such person firm or company is accepted as a Principal by the Contractor, for example in the case of a barter company.

c) No Terms and Conditions other than these Terms and Conditions or any variation thereof shall be binding on the Contractor unless in writing but nothing in these Terms and Conditions shall preclude the Contractor or Principal from varying any of such Terms and Conditions if they mutually agree to do so.

d) 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 buyer. An Order will only be confirmed by the Contractor if accompanied by a Campaign Plan. Where order confirmation forms are issued they shall be sent to the recognised office of the Principal's Agent or to the recognised office of the Principal if no Agent has been appointed.

3. Campaign Plan

a) The Contractor must evaluate and approve all Campaigns, Hardware and any work to be undertaken on a Site.

b) A Campaign Plan can only be issued once the final Site list has been approved by the Contractor and the final Designs have been approved by the Contractor. Orders for the Contractor's Cromwell Road Site must also include a plan and profile drawing.

c) A Campaign Plan is binding and once issued, any changes must be agreed in writing between the Principal and Contractor. Any changes to the Campaign Plan subsequent to booking may incur additional costs and mean the Campaign is delivered late.

d) Cost quotes for Campaigns to go on the Contractor's Adshel, Mall, Sainsburys, Asda and Cromwell Road Sites shall be valid only if issued by the Contractor.

e) In the event of any inconsistency between the Campaign Plan and the Terms and Conditions, the Campaign Plan shall take priority.

- f)** The Contractor will book and manage any installation and removals taking place on a Site. This may incur a small management fee.
- g)** The Contractor will be responsible for arranging any mid-campaign changes, cleaning, traffic and site management and brand ambassadors unless otherwise stipulated in the Campaign Plan.
- h)** Delivery of the Campaign shall not be deemed to have been made until the delivery requirements specified in Clauses 4 and 5 below have been met and the relevant posting instructions have been given to and received by the Contractor.

4. Provisions, Acceptance and Display of 'Paper' Advertisements

- a)** All Materials (unless otherwise agreed in writing between the Contractor and Principal) shall be delivered carriage paid at the addresses specified by the Contractor in the Campaign Plan by the deadline supplied.
- b)** In the event of the Materials being delivered after the deadline supplied, the Contractor shall make reasonable attempt to deliver the Campaign on the booked date, but shall not be responsible for the Campaign being installed late. The Principal will be liable for any costs incurred to deliver the campaign if Materials are supplied late affecting the In Charge Date.
- c)** Subject to the above all campaigns shall be posted as specified by the Campaign Plan. Removal of the Campaign shall take place during the 4 working days after the date fixed for the completion of the display.
- d)** All rates include the maintenance of the display in good condition provided the Contractor has agreed to this in the Campaign Plan and any necessary replacement Materials required for the Campaign have been supplied to the Contractor.
- e)** When the Principal is entitled to a change of posters as agreed in the Campaign Plan the Contractor shall complete such change within 3 working days from the stipulated date provided it has received the Materials required in good time in accordance with the above.
- f)** Where the Principal requires a change to the Campaign in respect of which a separate charge is to be made, the Contractor shall complete such change within 3 working days after the stipulated date provided it has received the Materials in accordance with the above. Unless otherwise agreed by the Principal the Contractor shall not commence such change before the stipulated date.
- g)** In the case of line by line orders if any site is unavailable such site may be substituted by prior agreement between both parties, or cancelled.
- h)** All work to be undertaken on the Contractor's Sites must be undertaken by approved third parties and approved by the Contractor beforehand.
- i)** All requests, queries and instructions regarding the delivery of the Campaign, including the installation of posters and any problems during the delivery of the Campaign must be communicated directly to the Contractor's Create team.

5. Acceptance, Provision of Digital Campaigns and use of Screens

- 5.1** All digital Advertising, including but not limited to applicable artwork and scheduling intentions (as set out in clause 5.5) shall be delivered to the Contractor by the Principal before 11am the Monday prior to the Incharge Date detailed in the Campaign Plan unless the parties mutually agree otherwise.
- 5.2** All digital Advertising to be played on the Screens has to be tested by the Contractor so that both the Contractor and the Principal are confident it functions and can be displayed according to the Specification before being displayed at the Sites. The Contractor shall test the digital Advertising for at least 72 hours if it is supplied inside the deadline stipulated within the Campaign Plan.

5.2.1 If the digital Advertising is supplied by no later than Wednesday day 3pm prior to the In Charge date specified in the Campaign Plan, the Contractor shall test the digital Advertising for the purposes set out in this clause 5.2 for 24 hours.

5.2.2 If the digital Advertising is delivered later than Thursday 3pm prior to the In Charge date specified in the Campaign Plan the Contractor will not display the digital Advertising until it has been tested for at least 8 hours and both the Contractor and the Principal are confident it functions and can be displayed according to the Specification.

5.2.3 The Principal will be notified of any problems with the digital Advertising that the Contractor discovers during such tests. Testing will take place within the Contractor's business hours. If the testing will not be completed by the time the Screens are due to be installed as per the Campaign Plan, the Back-Up will be displayed until the digital Advertising has been tested. The Back-Up must be supplied correctly formatted according to the Specification, to the Contractor no later than 11am on the Friday before the In Charge date. The Contractor will not be liable for any resulting delays that affect the digital Advertising going live on the Screens on the In Charge date.

5.3 The Contractor upon reasonable request from the Principal shall reformat any original creative work supplied by the Principal to the Contractor for fees to be agreed at the relevant time. The Principal acknowledges that it may not at times be possible for the Contractor to reformat such creative work in the manner which is required but the Contractor shall notify the Principal of the same and both parties will act in good faith to attempt to achieve the best results possible. The Principal acknowledges and accepts that if the Contractor has attempted to reformat creative work but is unable to reformat creative work in time for the scheduled display, such display may be displayed late and the fee charged for the reformatting shall not be refunded.

5.4 When the Principal is entitled to a change of digital Advertising without separate charge and stipulates a time on a date upon which such change should commence the Contractor shall complete such change as soon as reasonably possible from the stipulated time on the applicable date provided that the Contractor has received the digital Advertising in accordance with Clause 5.1 above. Unless otherwise agreed by the Principal the Contractor shall not commence such change before the stipulated time on the applicable date.

5.5 It is further agreed that:

5.5.1 The Principal must confirm the schedule for the digital Advertising Airtime in the Campaign Plan and these timings must correspond with the Specification. The digital Advertising shall be displayed in accordance with the times agreed between the parties. The Principal acknowledges that there may be a time delay between the Principal submitting live feed data to the Contractor and the Contractor receiving it, and that live data content may not be displayed immediately after submission to the Contractor.

5.5.2 The Contractor shall schedule the digital Advertising as mutually agreed with the Principal and shall execute any tactical content updates to the digital Advertising on the Screens as and when required and requested to do so with reasonable prior notice from the Principal during normal business hours or as agreed between the parties from time to time. The parties agree that for this clause, one (1) week during business hours shall be viewed as reasonable notice. Other than provided for in this clause, the Contractor shall not make any alterations to the digital Advertising without the prior consent of the Principal.

5.5.3 If digital Advertising is timely delivered by the Principal and/ or is delivered in accordance with the Specification but such digital Advertising cannot display in accordance with the applicable timetable and/ or at the Sites (or any one of the same) for operational reasons and if alternative options are available the Contractor shall inform the Principal and offer to the Principal available substitute dates, times and/ or sites that are of a similar quality and value in the Contractor's sole opinion. If the Principal refuses such substitute dates, times and/or Sites either Party may terminate the Order in writing in part to the extent that such affected bookings are no longer available. The Contractor shall not be liable for any credits or refunds if the Principal refuses such substitute dates, times and/or sites and elects to terminate the Order in part.

5.5.4 If the Principal so requests within thirty (30) days after the last date of the display of the Advertising, the Contractor will return the Advertising to the Principal at the Principal's sole cost and expense in the form that it was submitted to the Contractor. If the Principal does not so request, the Contractor may at its sole option (a) delete the

Advertising at any time after such 30 day period following the last display date of the Advertising, or (b) keep such Advertising as it deems fit for the Contractor's own marketing purposes.

5.5.5 In the event of an emergency situation in the Contractor's opinion or if requested by a governmental body or authority the Contractor reserves the right to display public announcements on the Screens which may or may not interfere with the scheduling of Advertising agreed between the parties. If such public announcements do interfere with the digital Advertising scheduling, the Contractor will use reasonable endeavours to either offer the Principal a suitable alternative schedule or a credit against any future display (subject to availability), at its discretion.

6. Cancellation

a) The Contractor will not accept any cancellations for Orders in October, November and December. The Principal will be liable for full payment for orders in these months.

b) Unless otherwise provided in the Campaign Plan, subject to Clause 6c) below and Clause 6a) above, all orders and subsequent contracts may be cancelled by either party by 3 months written notice given at any time. In the event of notice being given after the start of the 3rd month before the In Charge Date the contract shall then be cancellable at corresponding monthly intervals. In all cases where the 3 months' notice is given by the Principal after the start of the 3rd month before the In Charge Date the Principal shall pay the rate applicable to the period of display. Provided always that in the event of a Principal giving notice to cancel a display out of time the Contractor will accept such a notice on payment of the following percentages of the total gross contract price, 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' but 14 or more days' notice is given; and
- 100% if less than 14 days' notice is given.

c) In all circumstances and on all occasions where Orders have been cancelled for whatever reason the Contractor reserves the right in its sole discretion to resell the advertising space for Campaigns to any Principal without reference to any party.

7. Accounts

a) Invoices shall be sent to the Principal where no Agent has been appointed by the Principal. Where an Agent has been appointed by the Principal invoices shall be sent to the Agent. The invoices shall state the name of the Principal sent care of the Agents address. The Principal may be sent a monthly statement of account from the Contractor.

b) Invoices for panels displayed are raised in four weekly blocks there are 52 weeks in the year so therefore there are 13 invoice runs during the year for an annual contract or any year in a contract period. Generally invoices for the Adshel business are raised in advance and for the billboard business in arrears. Invoicing for other business areas may vary and shall be notified to the Principal at the applicable time. If a campaign is longer than a 4 week period, individual invoices for each 4 week period of the campaign will be raised until the campaign end and if applicable the final invoice amount will be pro rata to account for potential shorter periods than 4 weeks.

c) Settlements for invoices rendered are 30 days from the date of the invoice except where otherwise agreed in writing between the Contractor and the Principal. In respect of any amount not received by the Contractor by the due date, the Contractor shall inform the Principal that the Contractor has the right to levy a surcharge on the outstanding amount, such surcharges being levied monthly until the outstanding amount is paid with the Principal ultimately liable for payment.

d) The Contractor shall have the right to cancel any Order for display for more than a Month in respect of which payment is overdue after the 7th working day of the second Month following the display subject to provision of due notice to the Principal and cancellation charges as per Clause 6 will apply.

e) In the event of failure to comply with any of the provisions of this Clause the Contractor reserves the right by notice in writing to require any future accounts to be dealt with in accordance with Clause 7 g) below.

f) Where so stipulated by the Contractor at the time of accepting an Order accounts shall be paid not 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 Campaign provided that due notice has been given to the Principal.

g) In the event of any part of an account rendered by a contractor being disputed by the Principal payment in respect of that part only may be withheld pending settlement of the dispute. The remainder of the account shall be paid in accordance with Clause 7 c) to e) inclusive above. Failure to make part payment in such cases will at the Contractor's discretion cause the implementation of Clause 7 c) and/or d).

8. Warranties, Liability and Indemnity

8.1 The Contractor shall be responsible for compliance with statutory and other legal requirements with respect to the use and maintenance of any site for the display of a Campaign to which a contract relates. The Contractor shall:

a) ensure the Site is suitable for the Campaign in terms of structure, access to appropriate power, appropriate access to install and remove the Campaign, ensure the Campaign does not infringe any vertical or lateral restrictions, does not encourage vandalism, is tidy, working and any access permits are granted;

b) approve traffic management and risk assessment and method statements for any work being conducted during the Campaign;

c) co-ordinate the display of posters on the Site;

d) be responsible at its own cost for the operation, maintenance, cleaning and repair of the Screens and Hardware and shall take responsibility for insurance cover in respect of the Screens;

e) pay all business rates and any other outgoings arising directly from the Screens at the Sites including electricity, telecommunications, Hardware, software licences and all applicable running costs incurred by operating the Screens during the Term; and

f) ensure that the Screens and Hardware are installed and calibrated in accordance with this Agreement.

8.2 The Principal warrants and undertakes that:

a) The Principal shall be responsible for the payment of Fees in accordance with Clause 7 (and any other payments if applicable) and shall be deemed to have full authority in all matters connected with the booking of Advertising and the approval or amendment of the Advertising.

b) The Principal shall bear all the risk associated with providing the Advertising to fill the Advertising Airtime and shall be liable for payment of the Fees in any event if such Advertising is not provided in accordance with this Agreement.

c) The Principal shall ensure (and shall be solely liable for ensuring) that the Advertising conforms in all material aspects with all relevant codes and laws of advertising laid down whether on a statutory, legal or a self-regulatory basis (including but not limited through OFCOM) and shall ensure that the Advertising displayed on the Screens shall not contain any material that is defamatory, offensive, libellous or blasphemous or which infringes the statutory or common law right of third parties, including without limitation, Intellectual Property Rights. The Contractor may inform the Principal if the Contractor has any concerns in this regard which the Principal must promptly consider and use its best endeavours to satisfy the Contractor's concerns. In any event the Contractor (acting reasonably) reserves the right to refuse to display and/ or remove any Advertising during Advertising Airtime on the Screens if the Contractor deems this an appropriate action or if the Contractor is instructed to do so by any statutory, legal or regulatory body.

d) The Principal will be responsible for obtaining and paying for all necessary licences and consents for the posting of any advertising or copyright material or the appearance of any person contained in its Campaign.

e) No Campaign will breach the copyright or other rights or be defamatory of any third party.

f) The Principal grants the Contractor a limited, non-exclusive licence to use, transmit, reproduce, distribute, perform and display in whole or in part the Advertising and Campaign and to allow the Contractor to display such Advertising and Campaign on the Screens at the Sites through Advertising Airtime and/or as provided in this Agreement.

g) The Principal agrees that the Advertising shall not include any code, tag, image, or device of any kind which enables viewers of the Advertising to interact with the Advertising via mobile technology or other wireless means, nor shall such device be attached, affixed or installed onto or in the Screens, without the Contractor's consent (which may be conditioned as the Contractor considers appropriate).

h) The Principal will 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 Campaign, Materials or matter supplied by or displayed for the Advertiser.

i) Subject to the Campaign Plan, the Principal warrants, represents and undertakes that delivery of the Advertising shall be made by 11am the Monday prior to the In-Charge date detailed in the Campaign Plan and such Advertising shall comply with clauses 8.2(a)-(g) above. The Principal further warrants, represents and undertakes that all Advertising shall be delivered to the Contractor in strict accordance with the Specification.

j) The Principal shall provide to the Contractor details of the Materials prior to commitment of display as provided in the Campaign Plan to ensure the Campaign may be suitable for display and of refusing to display or continuing to display any advertisement copy for any reason including that the Campaign does not comply in all respects with the Principal's warranties and undertakings detailed above, or that it differs in any material respect from the Campaign specified in the Order at the time of booking or subsequently changed without the approval of the Contractor. If the Principal applies to the Contractor for approval for change, such approval shall not be unreasonably withheld and no claim on the part of the Principal for damages for breach of contract shall arise and the sites reserved shall be paid for in full notwithstanding that the posters have not been displayed.

k) The Contractor shall have no liability whatsoever in respect of the Campaign which is not displayed or is removed during the In Charge period in the event that the Campaign is in breach of the Principal's warranties and indemnities as set out in clause 8.2). If provided with replacement and a compliant Campaign which is not in breach of the above, the Contractor will use its reasonable endeavours to replace the Campaign within a reasonable period of time. If no such replacement Campaign is provided the Contractor reserves the right in its sole discretion to resell the advertising space for a Campaign to any Principal without reference to any party but always in accordance with any contractual restrictions or obligations placed on or affecting the Contractor's ability to resell the advertising space. For the avoidance of doubt, the Principal shall be responsible to pay the total gross contract price for the full advertising campaign period irrespective of whether or not the Campaign is displayed for the full advertising campaign period.

8.3 Any Materials used in the Campaign in the Contractor's possession which are surplus to requirements or which have been removed from display will not be retained unless requested by the Principal at least 7 days prior to removal. If the Principal has requested to the Contractor that the Contractor stores such Materials, the Contractor may do so but for no more than 4 weeks. The Principal is liable for any transportation and delivery costs incurred from removing the Materials for the site or storage location.

9. Credit Claims for Damaged, Incorrect or Non-Display

a) The Contractor shall not be liable for credit if the Materials have not been delivered in accordance with the conditions outlined in 3. The Contractor shall not be liable to give credit in respect of any damage to any Advertisement Copy or the incorrect or non-display of any Advertisement Copy if the defect is remedied within 3 working days after receipt of notification and provided the Contractor has sufficient replacement Materials in stock to remedy the defects or has notified the Principal or Agent if one is appointed of any shortfall in supply.

- b)** All claims for credit shall be submitted to the Contractor in writing within 21 days following the end of the period of display with sufficient information to enable the Contractor to consider the claim. The Contractor shall not be required to consider any claim submitted after the due date. The Contractor will only consider a credit claim if it has been notified of a fault in accordance with the terms in this Agreement.
- c)** At the individual panel level credit will be given for each panel day's loss of display. A one week campaign will be credited as one seventh of the gross cost of each panel per day lost. A two week or Half Month campaign will be credited as one fourteenth for each day lost. A four week or a Month campaign will be credited as one twenty eighth of each day lost.
- d)** The Contractor shall not be liable to give credit in respect of faulty moving displays if the defect is remedied within 2 working days for digital displays and 1 working day for static displays, after receipt of notification, in accordance with clause 9(e).
- e)** The Contractor shall only be deemed to have been notified of a fault if either:
- I. notification has been received either in writing or by email to a relevant Contractor employee or to the Contractor's 24 hour call centre by text or by telephone call; or
 - II. the fault has appeared on the website of the site inspection companies authorised by the Contractor in sufficient time for action to be taken during the remaining period of the Campaign.
- f)** The Contractor shall inspect any faulty or damaged Screen or Hardware as soon as reasonably practicable following becoming aware of such fault or damage. The Contractor agrees to act good faith to ensure that any faulty or damaged Screen or Hardware is returned to full working order as soon as is reasonably practicable. The Contractor shall not be liable for any credits to the Principal for the duration that Screen or Hardware remains damaged or faulty if remedied within a reasonable period.
- g)** If the Contractor provides the Principal with an incorrect Specification and the Contractor has not corrected such error by submitting to the Principal the correct Specification within a reasonable time to allow the Principal to ensure Digital Advertising is delivered to the Contractor in accordance with the correct Specification timely prior to display, the Contractor shall make available a credit to the Principal equivalent to the value of the Digital Advertising so affected;
- h)** If the Contractor does not display the Advertising in accordance with the agreed schedule (and clause 8.2 do not apply) or displays the wrong content (provided always that the Principal has complied with clause 8.2) and fails to remedy such defect within a reasonable period, the Contractor shall make a credit available to the Principal to the extent that such defect affects the Advertising Airtime;
- i)** If there is a failure in a Screen's or Hardware's functionality and the Advertising is not displayed in accordance with the Schedule as a result, the Principal shall be entitled to a credit equivalent to the value of lost display but not to exceed 25% of the Fee for the period such functionality was affected (for the avoidance of doubt, a failure in a Screen's or Hardware's functionality due to a third party failure to supply electricity shall not constitute a breach on the part of the Contractor and no credit shall be due in this respect), and in the event that the Principal is an agency acting on behalf of an advertiser, the Principal warrants and undertakes to pass such credit (if applicable) onto its client.
- j)** If the Contractor shall be liable for the non-display or damaged or incorrect display of any Campaign due to the Contractor's negligence or direct actions, the Contractor's liability shall not exceed the charge for display of that Campaign for the period or non-display or damaged or incorrect display and the Principal shall use reasonable endeavours to mitigate such loss.
- k)** The Contractor shall not be liable to give credit in respect of non-illumination of the display if the defect is remedied within 2 working days of notification. In the event of any site becoming totally ineffective as a result of an electricity supply failure the Contractor shall be liable to refund the pro rata price/rate charged for the display and shall not be liable to pay any damages, costs or expenses to the Advertiser as a result thereof.

10. General

10.1 Any delay or failure by either Party to perform hereunder as a result of employment dispute, law, government action or order, acts of God, acts of terrorism or results thereof, or similar causes beyond the Principal's or the Contractor's reasonable control as shall be applicable will not constitute a breach of this Agreement, provided that the affected Party shall notify the other promptly and use all reasonable endeavours to resolve such cause preventing performance. In the event such affected Party is unable to perform its obligations within three Months of the date such cause arises, either Party shall be entitled to terminate this Agreement immediately on written notice to the other without liability or giving rise to any claim in this regard.

10.2 The parties hereby acknowledge and agree that:

10.2.1 the Contractor's obligations hereunder are expressly subject to and subordinate to the terms and conditions of any applicable ground lease, licence, permits and other similar underlying agreements and rights held by the Contractor and to applicable English laws and regulations (including without limitation advertising and planning regulations); and

10.2.2 The Screens and Hardware shall at all times be the sole property of the Contractor and the Principal hereby disclaims any rights whatsoever to make any claim against the same. Notwithstanding anything to the contrary herein, the Contractor may at any time undertake such renovation, refurbishment or similar activity on the Screens or Hardware as the Contractor considers appropriate without any liability to the Principal. Other than the Contractor's obligations to display the Advertising as set forth herein, the Principal shall have no right whatsoever to approve or control the form or content of any other unrelated advertising content or materials on the Screens or any other Contractor property. Only the Contractor or its appointed suppliers are responsible for installing any Screens and Hardware and the Integration of any Advertising.

10.3 The Principal shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010 ("Relevant Requirements"). At any time when requested by the Contractor, a director of the Principal (or the Principal if the Principal is not a company) shall certify in writing that the Principal is and has at all times been in compliance with all Relevant Requirements. The Principal may cancel this Agreement or terminate an agreement with the Principal immediately by giving written notice to the Principal if the Principal is, or the Contractor reasonably suspects that the Principal is, in breach of this clause.

10.4 If the Principal is an agency, it shall not assign this Agreement except to another agency which succeeds to its business of representing the advertiser and provided the successor agency assumes all the Principal's obligations hereunder. If the Principal is an advertiser not acting through an agency, it shall not assign this Agreement nor shall the Principal be substituted by an agency or advertiser to another advertiser, it being acknowledged and agreed that this Agreement is personal to the Principal.

10.5 No failure, delay or neglect by either party to enforce at any time any provision of this Agreement shall be construed as, nor shall it be deemed a waiver of, that party's right in respect of such provision nor shall it in any way affect the validity of this Agreement nor prejudice that party's rights to take any subsequent action.

10.6 Except where provided for in this Agreement no variation to this Agreement shall be binding on either party unless in writing and agreed between both parties.

10.7 No person who is not a party to this Agreement shall be entitled to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 nor shall the consent of any third party be required in respect of any amendment to be made to this Agreement agreed between the parties.

10.8 Any notice to be given under this Agreement shall be in writing unless the parties mutually agree otherwise and shall be deemed to be effectively served if sent by first class registered post to the Principal and to the Contractor at their respective registered offices.

10.9 This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

11. 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 other term or condition of this contract then it shall be lawful for the Contractor by notice in writing to the Principal to terminate the contract forthwith without prejudice to any right of action or remedy of the Contractor then subsisting.

12. Notices

Any notice to be given under these Terms and Conditions shall be in writing unless the parties mutually agree otherwise and shall be deemed to be effectively served if sent by first class registered post to the Principal and to the Agent where an Agent has been appointed by the Principal at their respective addresses and to the Contractor at the address stated on the acceptance of the order or in the case of a company at its registered office but the modes of service herein provided shall not be obligatory.

13. Commissions

The Principal confirms that it is satisfied that all parties that it deals with (including advertisers with whom it deals directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate in that market.

14. Jurisdiction

These Terms and Conditions shall be governed by English Law and the parties submit to the exclusive jurisdiction of the Courts of England.
