

Out of Hand Scotland Limited Standard Terms and Conditions



Please refer to the additional conditions below for Outdoor Campaigns.

1. DEFINITIONS

1.1. In these conditions:

'CLIENT' means the person named on the Order Sheet for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions and shall include their respective successors in title to substantially the whole of their respective undertakings.

'CONTRACT' means the contract for the provision of the Specified Goods and Service.

'DOCUMENT' includes, in addition to a document in writing, any map plan, graph, drawing or photograph, any film, negative, tape, or other device embodying visual images and any disc, tape or other device embodying any data.

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified goods or service.

'OUTPUT MATERIAL' means any documents or printed materials, and any data or other information

'ORDER SHEET' means the sheet to which these Conditions are appended.

'SPECIFIED SERVICE' means the Goods and Services to be provided by the Supplier for the Client and referred to in the Order Sheet.

'SUPPLIER' means Out of Hand Scotland Limited registered in Scotland under number SC 398248 and shall include its permitted assignees.

'SUPPLIER'S STANDARD CHARGES' means the charges shown in the Supplier's brochure or other published literature or electronic literature relating to the Specified Goods or Service.

1.2. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. SUPPLY OF SPECIFIED GOODS AND SERVICES

The Supplier agrees to design, print, insert and distribute the Promotion Materials ("the Services") for The Client as follows:

- (a) Take receipt of the Promotion Materials, or design the Promotional Materials according to the Instructions on the Order;
- (b) Print the Promotional Materials according to Instructions on the Order;
- (c) Insert the Promotional Materials or products according to the Instructions on the Order;
- (d) Distribute the Promotional Materials at the Venues specified on the Distribution schedule
- (e) Use its best endeavours in carrying out the Services and to ensure that the Services are carried out in a responsible professional and courteous manner in order to market as effectively as possible the events venues, products or services featured in the Promotion Materials.
- (f) The client shall at its own expense supply the Supplier with all necessary Documents and other materials, and all necessary data or other information relating to the Specified Goods or Service in accordance with the Order. The Client shall ensure the accuracy of all Input Material and will be responsible for proofing Material for any errors or emissions.
- (g) The Client shall at its own expense retain duplicate copies of all Input Material and insure against accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused and the Supplier shall not be responsible for returning Material.

3. ORDER FOR WORK

- (a) No contract shall exist between the Supplier and the Client until the Supplier has accepted an Order from the Client by verbal agreement, facsimile, email or post to the relevant employee
- (b) The Supplier shall lay out specifications of an order in a quotation which will be valid for 30 days unless otherwise specified. Any order without a quotation shall be charged at the Suppliers published prices.
- (c) Any changes to an Order must be agreed between the Supplier and the Client before any work has commenced.
- (d) Cancellation of an Order will be subject to a cancellation fee and any other applicable charges.
- (e) Payment must be received in full for an Order before the Order will commence, unless a formal account has previously been set up.

4. SUB-CONTRACTING AND ASSIGNMENT

- (a) Out of Hand Scotland Ltd. may assign the benefit and burden of its rights and obligations resulting from this contract to any third party.
- (b) The Designer, Distributor or Printer may not without Out of Hand Scotland's consent sub-contract, assign, transfer or in any other manner make over the benefit and/or burden of its rights and obligations hereunder to any third party. Notice of a proposed assignment by the Designer, Distributor or Printer must be given to Out of Hand Scotland Ltd.

5. STANDARD CHARGES

- (a) Subject to any special terms agreed, the Client shall pay the Supplier's Standard charges and any additional sums which are agreed between the Supplier and the Client for the provision of the specified Goods or Service, or which in the Suppliers sole discretion, are required as a result of the Clients instructions or lack of instructions in the inaccuracy of any Input Material or any other cause attributed to the Client.
- (b) The Suppliers Standard Charges and all other costs will be laid out in an invoice to the Client. Any query with regards to Suppliers charges must be raised with the Supplier within 30 days of the invoice tax date.
- (c) The Client must pay the Supplier within the credit terms laid out on the invoice, and without any set-off or other deduction. Clients without a formally set up account with the Supplier must pay the Supplier in full before commencement of an Order.
- (d) Failure to pay the Supplier within the given Terms shall result in immediate removal of any credit facilities and may result in legal action being pursued with interest being charged at the current rate. Any invoice outstanding beyond the given terms may be referred to Daniels Silverman Ltd or equivalent, and will be subject to a further surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all interest, other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
- (e) Out of Hand Scotland Ltd shall be able to change the suppliers' Standard charges from time to time and shall be laid out in the Suppliers current pricing documentation.
- (f) All charges quoted to the Client for the provision of the specified Goods or Service are exclusive of Value Added Tax, for which the Client shall be additionally liable at the applicable rate.

6. PROPERTY

The property and any copyright or other intellectual property rights in:

- (a) Any Input Material shall belong to the Client.
- (b) Any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purpose of utilizing the Specified Goods or Service.

7. REFUNDS POLICY, LIABILITY AND INDEMNITY

- (a) Except in respect of death or personal injury caused by Out of Hand Scotland's negligence, Out of Hand Scotland Ltd. shall be under no liability for any loss or damage (whether direct, indirect, or consequential and including loss of profit, loss of business, depletion of goodwill, loss of business opportunity or loss of savings) howsoever arising which may be suffered by the Client as a result of Out of Hand Scotland's actions or failure to act.
- (b) The Supplier warrants to the Client that the Specified Goods or Service will be provided using reasonable care and skill and as far as reasonably possible, in accordance with the Order sheet, and within the times referred to in the Order sheet. Where the Supplier supplies any goods including Output Material supplied by a third party the Supplier does not give any warranty, guarantee or other terms as to their quality fitness or purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- (c) The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, illegible, out of sequence or in the wrong format, or arising from their late arrival or non arrival, or any other fault of the Client.
- (d) The Supplier shall not be liable to the Client or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Suppliers obligations in relation to the specified Goods or Service, if the delay or failure was due to any cause beyond the Suppliers reasonable control.
- (e) Where complaint may arise with any goods or service provided by the Supplier the Client must notify the Supplier in writing within 7 days of receipt of the goods or service.
- (f) If a product is thought to be faulty or incorrect by a customer, and a refund or replacement is required, the original product(s) must be returned to the supplier within 14 days (or it will be deemed to be acceptable by the client).
- (g) Where the Goods are faulty or do not comply with any part of the contract, the Customer must notify the Supplier within 30 days of delivery. Where a mistake has been made in the production or supply of goods or services, Out of Hand Scotland Ltd reserves the right to resupply goods without affecting the original terms of the agreement. All goods received from Out of Hand Scotland Ltd must be available for collection by Out of Hand Scotland Ltd before any resupply or refund can be undertaken.
- (h) Order cancellations can be made at any point and must consist of a phone call followed by a confirmation email to: complaints@outofhand.co.uk, however the customer must pay in full for any work already carried out on that order at the time of the cancellation.
- (i) The Supplier has the right to cancel a job prior to proofing and printing at their discretion.

8. TERMINATION

- (a) The Client shall be entitled to terminate the Contract at any time by giving not less than three months written notice to the Supplier.
- (b) Either party may at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written or verbal instruction to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary agreement with his or its creditors or has a receiver or administrator appointed.

9. HEADINGS

Headings shall not affect the meaning or interpretation of this contract.

10. SEVERABILITY

If and insofar as any part or provision of these conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of these conditions and the remaining provisions of these conditions shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefore a lawful and enforceable provision, which so far as possible results in the same economic effects.

11. NOTICE

Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be relevant having been notified pursuant to this provision to the party giving the notice and may be delivered personally or by facsimile or email transmission or first-class post. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first-class post) forty-eight hours after posting or at the time of transmission if sent by facsimile or email transmission.

12. GENERAL

- (a) These Conditions (together with the terms, if any, set out in the Order sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in written agreement between the two parties. All other Terms and Conditions, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by the law.
- (b) These Conditions and all other express terms of the contract shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising out of these Conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- (c) No failure or delay by either party in exercising its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

Out of Hand Scotland Limited

OUTDOOR

Terms and Conditions (Outdoor T&C's)



1. OUTDOOR TERMS AND CONDITIONS (T&C'S)

- 1.1. In these Outdoor Terms and Conditions (T&C's), all references to clause numbers shall be references to clauses in these Outdoor T&C's unless stated otherwise.

- 1.2. All terms defined in the Standard T&Cs shall have the same meaning in these Outdoor T&C's and, unless otherwise stated or unless the context otherwise requires:

Advertisement Copy means advertising material (including posters, digital format and any other advertising material) intended for display by us, and includes any advertisement copy approved or deemed to be approved in accordance with clause 4.7.2 of these Outdoor T&Cs;

Artwork means the artwork, information and materials required or requested by us for the purpose of undertaking (or procuring the undertaking of) Production Services;

Copy Deadline means, in respect of when we are undertaking Production Services, either:

(a) the date by which the Artwork has to be delivered to us, or agreed by us, as specified in the Order or otherwise communicated to you; or (b) if no date is specified in the Order or otherwise communicated to you, two (2) weeks prior to the Start Date;

Copy Approval Guidelines means, in relation to display at the Site Types, any restrictions relating to Advertisement Copy content made available to you (including via our website at www.outofhand.co.uk/outdoor) together with any specific restrictions imposed from time to time by the Landlord relating to Advertisement Copy content;

Design means the service of designing advertising material for use in Advertisement Copy;

Digital Advertisement System means the infrastructure, network, hardware and software used by us for the scheduling, transmission and display of digital format Advertisement Copy at the Sites;

Display Period means, in respect of an Outdoor Campaign (or the relevant part thereof) to be displayed on:

(a) any traditional format Site Type, the period between the end of the Posting Period for the relevant Site Type and the beginning of the Removal Period for such Site Type;

(b) any digital Site Type (other than an Interactive Media Site Type), the sequence or proportion of display time specified in the Order or otherwise communicated to you; and

(c) any Interactive Media Site Type, the period agreed between the Parties;

Draft Copy has the meaning given in clause 4.3 of these Outdoor T&Cs;

End Date means the date specified as the "end date" or the "expiry date" in the Order by reference to which the Removal Period for an Outdoor Campaign shall be calculated (also referred to as the "out of charge date")

Interactive Data means all data which is captured or collected on any Digital Advertisement System using Interactive Media and which has been anonymised so that it does not contain any Personal Data;

Interactive Media means any advertisement which uses online or offline software (including NFC technology but excluding QR technology) or media to engage, and enable the collection of data from, members of the public. Any reference to advertisements in a digital format will include Interactive Media;

Landlord means each person, firm, or company from whom we have a right to display advertising on their property;

Overshow means the display by us of the relevant Advertisement Copy at Sites for a period of time that is beyond the Display Period and/or in excess of the volume of Advertisement Copy that it is required to display pursuant to the Order;

Posting Period means, in respect of each Site Type, the period specified by reference to which we will affix or otherwise initiate the display of Advertisement Copy;

Printing means the service of printing Advertisement Copy;

Production Services means Design and/or Printing (as appropriate);

Production Specifications means the document or documents provided to you containing our technical specifications relating to the provision of Artwork (where we are responsible for Production Services under this Agreement) and the production of Advertisement Copy, including any applicable digital content specifications or traditional format specifications relating to dimensions, format, printing materials, suppliers and/or other printing specifications;

Rebate means any rebate, bonus, refund, incentive, goodwill payment, discount or other benefit provided by us;

Removal Period means, in respect of each Site Type, the period specified by reference to which we will remove displays of Advertisement Copy, subject to the terms of this Agreement;

Sites means the locations at which we display Advertisement Copy, including (but not limited to) each of the Site Types;

Site Types means the different types of advertising format for the specified locations as listed in the order confirmation.

Special Advertisement means special advertisement products offered by us including "3D Billboard", "Spill Board", "Hoarding Painting", "Site Takeover", "Vinyl Wrap", "Wall Mural", "Golden Square", "Framed Spectacular", "Special Build 4 sheets", "Special Build 48 Sheet", "Banner" and any other product designated as a "Special Advertisement" in the Order or otherwise;

Start Date means the date specified as the "start date" in the Order by reference to which the Posting Period for an Outdoor Campaign shall be calculated;

2. DISPLAY OF ADVERTISEMENT COPY

- 2.1. We will, subject to the terms of this Agreement and unless otherwise agreed, procure that at least the agreed value of Advertisement Copy is affixed or displayed at available Sites for the full Display Period. We may remove Advertisement Copy in accordance with the relevant Removal Period(s), provided always that (unless otherwise agreed) we shall be entitled to display Advertisement Copy beyond the End Date at no cost to you.

- 2.2. The agreed value of Advertisement Copy will, on each day during the Display Period, be 95% of the daily value of Advertisement Copy set out in the Order, provided that, if a daily value of the Advertisement Copy is not set out in the Order, this will be calculated as the total value for the Display Period divided by the number of days in the Display Period.

- 2.3. In calculating the value of Advertisement Copy displayed in connection with this Agreement (including for the purposes of calculating the value of any Overshow or any compensation based on a failure to display the agreed value of Advertisement Copy) the rates set out in the Order (or the rates on which a price set out in the Order has been calculated) will be applied, but without taking account of any Rebate. Where the Order identifies specific Sites at which the Advertisement Copy is to be displayed, the value of any Advertisement Copy displayed at different Sites than those identified will be calculated on the basis of rates determined using similar methodology to the methodology used to calculate the rates set out for the specific, named Sites (e.g. applying the same percentage reduction from our standard rate card).

- 2.4. Where we have agreed in writing to a change of Advertisement Copy on display at a given Site commencing on a stipulated date, we will complete such change within the applicable Posting Period as if the stipulated date were the Start Date for a new Outdoor Campaign, provided we have received the relevant Advertisement Copy or Artwork in accordance with clause 3 of these Outdoor T&Cs.

- 2.5. We reserve the right to use our discretion in selecting which Advertisement Copy to display at which Sites and to substitute planned Sites for other Sites of a similar quality where the planned Sites are not available or we otherwise consider this is necessary or desirable. If no Sites of a similar quality are available, we will, at our sole discretion, either: (a) refund the pro-rated part of the Fee (excluding the Costs) that relates to the remaining Display Period for the Advertisement Copy that is not, or is no longer, displayed, in which case we will have no further obligation to display that Advertisement Copy; or (b) provide an Overshow with an equivalent value to the value of the remaining Display Period for the Advertisement Copy that is not, or is no longer, displayed.

- 2.6. In addition, you agree that we may re-format or make such minor alterations to Advertisement Copy as may in our reasonable opinion be necessary in order for us to comply with the Landlord's requirements or to ensure compatibility with Sites or in order to accommodate slight variations in inventory requirements of the same Sites.

- 2.7. The Fee in respect of the Outdoor Campaign includes the maintenance of display of Advertisement Copy at Sites in good condition (including where necessary replacing Advertisement Copy) provided that, where we are not responsible for production of Advertisement Copy, we have been supplied with any necessary replacement Advertisement Copy requested by us from time to time in accordance with clause 3 of these Outdoor T&Cs

- 2.8. We will only provide photographs of displayed Advertisement Copy at Sites (or any other form of posting report) if expressly agreed in the Order. To the extent that we have agreed to provide posting reports, we will provide the same in our customary form (including as to the nature and level of detail of any information included) and within our customary time frame for producing such reports.

3. SUPPLY OF MATERIAL

- 3.1. In the case of an Outdoor Campaign where advertisements are to be displayed in a traditional (non-digital) format, all Advertisement Copy and Artwork (subject to any other terms specified in the Order) is to be delivered, carriage paid and at your risk, to us at the place(s) and within the time specified in the Order or otherwise communicated to you (and if no time is specified in the Order or otherwise communicated to you, no later than two (2) weeks prior to the Start Date). Subject to clause 3.3 of these Outdoor T&Cs, all Advertisement Copy shall be printed and shall be supplied to us in accordance with the Production Specifications for the relevant traditional media Sites.

- 3.2. In the case of an Outdoor Campaign where advertisements are to be displayed in a digital format, all Advertisement Copy and Artwork (subject to any other terms specified in the Order) is to be delivered in the specified electronic format to us within the time specified in the Order or otherwise communicated to you (and if no time is specified in the Order or otherwise communicated to you, no later than two (2) weeks prior to the Start Date) by the specified delivery method. Subject to clause 3.3 of these Outdoor T&Cs, all Advertisement Copy shall be supplied to us in accordance with the Production Specifications for the relevant digital media Sites.

- 3.3. If the Order includes the provision of Production Services by us then you will provide all necessary Artwork and any other information or detail to us by the Copy Deadline. If we are providing Design in accordance with clause 4 of these Outdoor T&Cs, you will provide all necessary Artwork (if any) and any other information or detail to us not less than two (2) weeks prior to the Copy Deadline (excluding any elements to be created by us if we are undertaking Design pursuant to clause 4 of these Outdoor T&Cs). You will supply any imagery print ready (at least 300 dpi) and any illustrations (including logos) in Vector format.

- 3.4. To the extent that:

3.4.1. any Advertisement Copy delivered to us does not comply with all relevant Production Specifications; or

3.4.2. any Advertisement Copy or Artwork is not delivered in the specified electronic format or by the specified delivery method, then the Advertisement Copy or Artwork (as appropriate) will be deemed not to have been delivered in accordance with this clause 3 of these Outdoor T&Cs. The Parties acknowledge that an approval or acceptance of Advertisement Copy or Artwork by us is an affirmation that the Advertisement Copy or Artwork meets the Production Specifications, and not that the Advertisement Copy or Artwork complies with the Advertising Standards or the warranties set out in clause 7 of the Standard T&Cs or clauses 3.9 and 4.2 of these Outdoor T&Cs.

- 3.5. If you fail to deliver Advertisement Copy or Artwork in accordance with this clause 3 of these Outdoor T&Cs, we are not obliged to display the non-compliant or undelivered Advertisement Copy but you shall, nonetheless, be liable to pay the corresponding portion of the Fee in full. Upon delivery of the Advertisement Copy or Artwork, we will use reasonable endeavours to provide the Production Services and/or display the non-compliant or late Advertisement Copy but without any commitment to post such Advertisement Copy within the relevant Posting Period(s) or for the full Display Period and shall not be obliged to provide any posting reports. Any part delivery of the Advertisement Copy or Artwork, delivery in the incorrect format, or delivery not meeting the Production Specification or any of the provisions of this clause 3 shall be deemed to be no delivery for the purposes of this clause 3.

- 3.6. Delivery of Advertisement Copy shall be deemed not to have been made until the relevant posting instructions (if any) for that Advertisement Copy, together with the Outdoor Campaign reference number, have been given to us. If Advertisement Copy is delivered to our premises without an Order Number noted on the delivery, then delivery will be deemed not to have been made.

- 3.7. Where we are not undertaking Production Services, you will supply us with an adequate amount of Advertisement Copy to complete the initial display plus an adequate number of spares. The minimum requirements for spare posters are stated on the Production Specifications (as appropriate) provided by us.

- 3.8. You will ensure that all Advertisement Copy and Artwork complies with the Copy Approval Guidelines. We will not be obliged to display, and may remove or discontinue the display of, Advertisement Copy which does not comply with the Copy Approval Guidelines. If we do not display the Advertisement Copy because it does not comply with the Copy Approval Guidelines, you will be obliged to pay the applicable portion of the Fee in respect of any period during which the Advertisement Copy was not displayed except where:

3.8.1. you can demonstrate to our reasonable satisfaction that you provided the Advertisement Copy and Artwork in good faith and at the time of providing the Advertisement Copy and Artwork (as applicable) you were not aware that it did not comply;

3.8.2. the Advertisement Copy and Artwork does not breach any of the warranties in clause 7 of the Standard T&Cs or in clauses 3.9 and 4.2 of these Outdoor T&Cs; and

3.8.3. you are not in breach of any other obligations of this Agreement.

- 3.9. You expressly permit us to photograph the Advertising Copy on all Sites and use such photographs in any and all marketing materials.

3.10. You warrant and undertake that (including where we are responsible for design and production of Advertisement Copy) all Advertisement Copy will comply with the Advertising Standards, the Copy Approval Guidelines and any restrictions imposed by the Landlord relating to the relevant Sites made known to you by us prior to the delivery of such Advertisement Copy provided that, if we are responsible for Design, you will not be responsible for any infringement of any third party rights in any design that was added by us unless we indicate at the time of providing the Draft Copy that we have not procured the relevant rights. You covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by any of them, arising out of or in connection any breach by you of this clause 3.9 or clause 7 of the Standard T&Cs.

4. PRODUCTION SERVICES

- 4.1. If specified in the Order and provided that Artwork is supplied to us in accordance with clause 3 of these Outdoor T&Cs, we will: (a) procure Printing; and/or (b) undertake the Design on the terms of this clause 4 of these Outdoor T&Cs. We warrant that we will procure Printing and/or undertake the Design (as appropriate) using reasonable skill and care.
- 4.2. You hereby grant us a non-exclusive licence of all Intellectual Property Rights (IPR) in and to the Artwork reasonably required by us to design Advertisement Copy and to perform our other obligations in this Agreement without infringing any third party's rights. Without prejudice to any other provision of this Agreement, you warrant that you have the right, capacity, power and authority to give the licence contained in this clause 4.2. You covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by any of them, arising out of or in connection with a claim by a third party that the use of the Artwork as contemplated by this Agreement infringes that third party's rights.
- 4.3. Following receipt of the Artwork in accordance with clause 3 of these Outdoor T&Cs, if you have specifically requested, we will provide you with an electronic copy of the draft Advertisement Copy ("Draft Copy"). By default, we don't provide an electronic copy of supplied "Draft Copy" unless specifically requested by you.
- 4.4. Upon receipt of the Draft Copy, you will promptly (and, in any case, in no more than three (3) Working Days) accept or reject the Draft Copy by notice in writing to us. Subject to clause 4.6 of these Outdoor T&Cs, where you reject any Draft Copy (or revised Draft Copy), we will endeavour to produce revised Draft Copy for your approval, and upon receipt of any such revised Draft Copy, you will within one (1) Working Day accept or reject the revised Draft Copy by notice in writing to us. You undertake to provide us with such information as we may reasonably request to facilitate the performance by us of our obligations in this clause 4.4.
- 4.5. Where Design is included in the Fee or is otherwise stated to be free of charge in respect of any Outdoor Campaign, you will be entitled to the initial Draft Copy and no more than three (3) revised drafts of the same (provided that we have complied with the warranty set out in clause 4 of these Outdoor T&Cs). All further Design work undertaken by us shall be charged at our standard rate of £40 for each subsequent revised draft.
- 4.6. We will be under no obligation to provide revised Draft Copy to the extent that the Draft Copy or any revised Draft Copy provided by us acting in good faith has not been approved by you by the date which is three (3) Working Days before the Copy Deadline for the relevant Outdoor Campaign.
- 4.7. To the extent that:
- 4.7.1. the Artwork is not provided in accordance with clause 3 of these Outdoor T&Cs; or
- 4.7.2. by the date which is at least three (3) Working Days before the Copy Deadline, you have not approved the Draft Copy or any revised Draft Copy in accordance with clause 4.3 of these Outdoor T&Cs, then you will be deemed to have cancelled the relevant Outdoor Campaign and you will pay the Fee for the relevant Outdoor Campaign in full. You acknowledge that time is of the essence in the production and posting of Advertisement Copy and that this provision is the minimum required to ensure that Advertisement Copy is ready for display in good time.
- 4.8. Any Draft Copy approved by you shall be Advertisement Copy for the purposes of this Agreement. For the avoidance of doubt, if you have requested an electronic copy of the draft Advertisement Copy ("Draft Copy"), we will be under no obligation to display any Draft Copy which you have not approved in writing in accordance with this clause 4.8.

5. LIABILITY FOR DISPLAY OF ADVERTISEMENT COPY

- 5.1. We will not be liable for any damage to any Advertisement Copy or incorrect or non-display of any Advertisement Copy if the defect is remedied within seven (7) Working Days after receipt of notification. To the extent that you are responsible for the production of Advertisement Copy and we do not have sufficient replacement Advertisement Copy in stock to remedy the defects, this deadline will be extended until the date which is seven (7) Working Days after such stock is made available to us.
- 5.2. You acknowledge and agree that, in circumstances where we no longer have any obligation to display Advertisement Copy (whether or not this is as a result of a breach by you of the terms of this Agreement) it is reasonable for the Fee in respect of the Outdoor Campaign (or the relevant part of the Fee) to be payable as set out in this Agreement given our administrative costs, cost of sales and design, and the difficulty of filling relevant Sites with alternative advertising in short time-scales, and the impracticability of calculating how much revenue is earned from any alternative advertising that may be displayed at the relevant Sites.
- 5.3. For the avoidance of doubt we will have no obligation to, and consequently no liability in respect of a failure to, display the agreed value of Advertisement Copy to the extent clauses 3.5, 3.8, 6, 8 or clause 7 of the Standard T&Cs (or any other clauses of this Agreement which permit us not to display Advertisement Copy) apply, save as expressly set out in such clauses.
- 5.4. Our liability to you for a failure to display, as required by this Agreement, the agreed value of Advertisement Copy on any day(s) during the Display Period of the relevant Outdoor Campaign will be limited to an amount calculated in accordance with the following formula:

Limit for the relevant day = Per Day Fee x (1 – (Value Displayed / Agreed Value)) where:

Agreed Value means the agreed value of Advertisement Copy for the relevant day, as determined in accordance with clause 2.2 of these Outdoor T&Cs;

Per Day Fee means the Fee payable for the relevant day (which will, unless a per day Fee is expressly set out in the Confirmed Order, be calculated as the total Fee payable divided by the number of days in the Display Period);

Value Displayed means the value of Advertisement Copy actually displayed on the relevant day, as calculated in accordance with clause 2.2 of these Outdoor T&Cs.

For example, if on any day during the Display Period, the Per Day Fee is £10,000 and the Agreed Value is £9,500, but we only display Advertisement Copy with a value of £2,375, the limit on liability for that day will be £7,500 (i.e., £10,000 x (1 – (£2,375/£9,500))).

- 5.5. We may elect to satisfy any liability to you by providing an Overshow of Advertisement Copy of equal value to such liability or, if agreed between the Parties, the display of different Advertisement Copy (including new Artwork). Such Overshow shall be determined by us and may take place during or after the Display Period and may involve the display of additional Advertisement Copy (including new artwork) at substitute Sites and/or at additional Sites. Any such remedy will constitute a complete discharge of our liability.

6. FORCE MAJEURE

- 6.1. The due performance of this Agreement in relation to any Outdoor Campaign is subject to suspension, variation or cancellation by us (in whole or in part) owing to Force Majeure.
- 6.2. You will remain obliged to pay the Fees in respect of an Outdoor Campaign notwithstanding any Force Majeure. For the first three (3) consecutive days of any Force Majeure we will have no liability for failure to display the Advertisement Copy,

regardless of how long the Force Majeure ultimately lasts. If the Force Majeure continues for more than three (3) days we will be liable to you for the failure to display after such three (3) day period, and the liability for each day following such three (3) day period will be calculated and discharged in accordance with clauses 5.4 and 5.5 of these Outdoor T&Cs, meaning that we may satisfy our liability by (at our election) providing an Overshow or by paying the appropriate amount to you. Otherwise, we will not have any other liability as a result of a suspension caused by a Force Majeure. If the Force Majeure continues for more than ten (10) consecutive days, either Party may terminate this Agreement in whole or in respect of all Sites within an Outdoor Campaign that continue to be affected by the Force Majeure (e.g. either Party may terminate this Agreement only in respect of all Sites within the Outdoor Campaign that have been specifically affected by the Force Majeure without terminating it for Sites that are not affected by the Force Majeure), provided that if one Party has served a notice to terminate for the Sites affected by the Force Majeure, the other Party may not subsequently serve a notice to terminate this Agreement in whole.

- 6.3. You acknowledge that notwithstanding any sequence or proportion stated in the Order, the display of Advertisement Copy on certain digital Sites is subject to interruption or obstruction. The Order and the definition of Display Period shall be interpreted accordingly. In addition, you acknowledge that the display of Advertisement Copy on Sites generally may be subject to interruption or obstruction as a result of unplanned or emergency works of the Landlord. If such interruption or obstruction continues for a period of more than five (5) days, we:
- 6.3.1. may (at our sole discretion) terminate our obligation to display the affected Advertisement Copy; and
- 6.3.2. will, whether or not we terminate our obligation to display the affected Advertisement Copy, either (at our sole discretion): (i) refund the pro-rated part of the Fee that relates to the affected duration, excluding the period of five (5) days, of the Display Period for the affected Advertisement Copy; or (ii) provide an Overshow with an equivalent value to the value of the affected duration, excluding the period of five (5) days, of the Display Period for the affected Advertisement Copy.
- 6.4. Other than as set out in clause 6.2 and clause 6.3 of these Outdoor T&Cs we will not be liable for loss of or damage to or any adverse impact on the display of any Advertisement Copy as a result of any Force Majeure.
- 6.5. We will not be liable for any vandalism. While we will use reasonable endeavours to repair vandalised Advertisement Copy where possible, you will be liable for the supply (or cost of supply) of any replacement Advertisement Copy.

7. CANCELLATION OF OUTDOOR CAMPAIGNS

- 7.1. Where you have cancelled an Outdoor Campaign or have been deemed to have cancelled an Outdoor Campaign (whether under clause 3 of the Standard T&Cs or otherwise), we will be entitled to sell the Sites relating to the cancelled Outdoor Campaign to third parties irrespective of whether you have complied with the payment obligations for cancellation.
- 7.2. Cancellation may only relate to a whole, not part, of an Outdoor Campaign. References to the Fee mean the applicable portion of the Fee which relates to the Outdoor Campaign. Where an Order covers more than one Outdoor Campaign, that part of the Fee that relates to the cancelled Outdoor Campaign.
- 7.3. In the event of cancellation, we may continue to display any Advertisement Copy and may enter into any agreements with third parties as we consider appropriate to secure payment for continuing such display.
- 7.4. If you cancel an Outdoor Campaign, you must pay to us the following proportion of the Fee plus all Costs incurred by us in relation to such Outdoor Campaign (including in relation to Production Services) up to the date of such cancellation:

Length of notice prior to scheduled start date of Outdoor campaign	% of Fee payable (plus all Costs)		
	Digital format	Non-digital format (classic)	Special Advertisements
14 days or less	100%	100%	100%
Between 15 and 30 days	90%	90%	100%
Between 31 and 45 days	70%	50%	90%
Between 46 and 60 days	0%	25%	70%
Between 61 and 75 days	0%	0%	40%
Between 76 and 90 days	0%	0%	30%
More than 90 days	0%	0%	15%

- 7.5. Subject to clause 8 of the Standard T&Cs, you may cancel the Campaigns you have booked with us by giving written notice to us after the Campaign has started, but you must pay the Fee in full plus all Costs incurred by us up to the date of cancellation.
- 7.6. For the avoidance of doubt a cancellation under this clause 7 does not constitute a breach of this Agreement, although a failure to pay the relevant cancellation charge will constitute a breach of this Agreement that gives rise to a debt claim which can be brought by us against you.
- 7.7. For the avoidance of doubt, if this Agreement relates to more than one Campaign, should one or more but not all Campaign(s) be discontinued, curtailed or not delivered or displayed in any manner (in accordance with the terms and conditions hereof), this Agreement shall continue in full force and effect in relation to the remaining Campaign(s).
- 7.8. For the avoidance of doubt, a termination notice must be served in accordance with Standard T&Cs.

8. REMOVAL FOR PURPOSES OF LANDLORD'S UNDERTAKING

- 8.1. If the Landlord at any time in its absolute discretion rejects any Advertisement Copy or requires the display of Advertisement Copy at his property to be removed, interrupted, discontinued, suspended, varied or cancelled then we may reject, remove, interrupt, discontinue, suspend, vary or cancel such display of Advertisement Copy without prior notice and upon any such action of the Landlord we may cancel the Outdoor Campaign whether wholly or in part notwithstanding anything therein contained. In the event of such cancellation, our liability is limited as outlined in clause 8.2 of these Outdoor T&Cs.
- 8.2. In the event of non-display, removal or discontinuance, or any suspension, variation or cancellation by us in accordance with clause 8.1 of these Outdoor T&Cs, you will pay the Fee relating to the Sites in question up to and until the time at which the display is discontinued together with any other Fees due and owing under this Agreement. We will not be liable to pay any Losses as a result or in respect of such termination, non-display, removal or discontinuance, or any suspension, variation or cancellation of advertising.
- 8.3. You acknowledge that the Landlord may share rejected, removed, interrupted, discontinued, suspended, varied or cancelled Advertising Copy with other media-owners that manage other parts of the Landlord's media estate for the purposes of ensuring that such Advertising Copy is rejected, removed, interrupted, discontinued, suspended, varied or cancelled across the whole of its media estate.

9. SURPLUS MATERIAL

- 9.1. If any Advertisement Copy in our possession is not collected within ten (10) days from the end of the Removal Period for the relevant Outdoor Campaign then the same shall become our property and be disposed of in such manner as we shall in our absolute discretion decide.

- 9.2. Any digital copies of Artwork or Advertisement Copy in our possession will be kept on file for not less than two (2) years (or such longer period as may be required by law) unless instructed by you to be deleted, after which time such copy shall be disposed of in such manner as we shall decide. You hereby grant us a revocable non-exclusive licence of the IPR in such Artwork and Advertisement Copy for the purpose of giving effect to this clause 9.1.

10. RIGHTS IN AND USE OF THE INTERACTIVE DATA

- 10.1. You acknowledge that all IPR in the Interactive Data shall on creation belong to us to the fullest extent permitted by law. To the extent that these rights do not vest in us automatically, you will hold them on trust for us and shall, at your own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all further documents, required by law or which we reasonably request, to vest in us the full benefit of the right, title and interest assigned to us under this Agreement.
- 10.2. We hereby licence the IPR in the Interactive Data to you to use for your internal business purposes only. You must not license the use of such Interactive Data to any third party.
- 10.3. To the extent that we are not in possession of the Interactive Data on termination of this Agreement, you will supply all Interactive Data to us in any format reasonably requested by us.

11. RENEWABLE CAMPAIGNS

- 11.1. Outdoor Campaigns that are specified as “renewable”, whether in an Order or otherwise agreed in writing by us, may be renewed by giving written notice to our Sales Administration Customer Services Department at least twelve (12) weeks prior to the End Date for the relevant Outdoor Campaign. On receiving notice of a renewal, we will use reasonable endeavours to offer sufficient Sites so that you may book the same numbers and types of Sites, and for the same duration, as you booked for the relevant campaign in the original Order. However, any renewal is strictly subject to the Parties agreeing the commercial terms of the renewal (including any amendments we may require to the financial terms) and entering into a new agreement for the same. The renewal will only become binding on us once a new Order has been issued and accepted in accordance with the terms of this Agreement. To the extent that the Parties have not entered into a binding agreement relating to the renewal of an Outdoor Campaign at least eight (8) weeks prior to the End Date for the relevant Outdoor Campaign, you will be deemed to have withdrawn your notice of renewal and we will be under no obligation to reserve any Sites for the renewal of such Outdoor Campaign.