

MASS MEDIA OUTDOOR LIMITED

GENERAL TERMS AND CONDITIONS OF DIGITAL ADVERTISING

1. DEFINITIONS

'Advertising' means the digital advertising content to be provided to the Company which will be displayed on the Digital Screens

'Agency' means the person, firm, company or specialist appointed by the Customer with their full authority to act on their behalf to place an Order with the Company

'Booking Confirmation' means the booking confirmation provided by the Company to the Agency and/or Customer in response to receipt of an Order

'Campaign Period' means the period during which Advertising content shall be displayed on Digital Screen(s) as stated on the Booking Confirmation

'Contract' means the contract between the Company and the Customer and/or Agency for the supply of Advertising which incorporates these Conditions

'Creative' means any artwork assets in digital format belonging to the Agency or Customer and required by the Company to deliver the Order

'Customer' means the person, firm or company who has placed an Order for the supply of Goods and/or Services from the Company

'Company' 'MMO' means Mass Media Outdoor Limited. Mass Media Outdoor Limited is a company registered in England and Wales (company number 12710278) whose registered office is at 58 Portman Road, Reading, Berkshire, RG30 1EA

'Digital Screen' means the digital screen(s) situated at the Sites on which Advertising is displayed

'Fees' means the fees as referred to in the Order Confirmation as agreed between the parties and to be paid in accordance with the Agreement

'In Charge Date' means the date from which the Advertising content shall commence as stated on the Booking Confirmation

'Order' means an order which incorporates these General Terms and Conditions of Digital Advertising which is given by an Agency or Customer for the display of advertising on a Digital Screen and is accepted by the Company

'Order Confirmation' means the Company's written acceptance of an Order setting out details of the Advertising in consideration of the charge

'Site(s)' means the location for the campaign or Digital Screen(s) as set out in the Booking Confirmation

2. FORMATION OF A CONTRACT

2.1 Any quotations provided by the Company are subject to these Conditions and will only remain valid for a period of 30 days.

2.2 By placing an Order, the Customer and/or Agency will be bound by these Conditions.

2.3 Any Order the Customer and/or Agency places will constitute an offer capable of acceptance by the Company. The Company shall not be obliged to accept an Order and reserves the right to refuse an Order without giving any reason.

2.4 Each Order that is accepted by the Company and confirmed in writing by an Order Confirmation shall constitute a separate, severable, legally binding Contract between the Customer and/or Agency and the Company and shall be subject to these Conditions.

2.5 Quotations are not binding and no Contract is formed until the Company confirms the Order in writing by sending the Customer and/or Agency an Order Confirmation.

2.6 No addition, alteration, substitution or waiver of these Conditions will be valid unless expressly accepted in writing by an authorised representative of the Company.

2.7 The Company shall provide the Advertising to the Customer and/or Agency subject to and in accordance with these Conditions. The Company reserves the right to amend these Conditions from time to time and any such changes are effective immediately from the time they are notified to the Customer and/or Agency. Publication of the modified Conditions on the website www.mass-media.co.uk shall be deemed to be notice to the Customer and/or Agency.10.

3. CONFIDENTIALITY

3.1 During the period of the Agreement, the parties shall use all reasonable endeavours to ensure that the details of this Agreement and any proprietary information or confidentiality information relating to the business, products, accounts, finance or contractual arrangements or other dealings, transactions, Intellectual Property Rights, technical information or trade secrets of the other party is not disclosed to any other person, firm or corporation.

3.2 The Customer shall indemnify and keep indemnified the Company against any and all costs, expenses (including but not limited to, legal and other professional fees on an indemnity basis) losses, damages, and other liabilities (of whatever nature, whether tortious or otherwise), suffered or incurred by the Company as a result of any breach by the Customer of Condition 3.1.

3.3 Unless otherwise stated in Writing by the Customer and/or Agency, the Company reserves the right to use any Creative for marketing and development purposes (including on its website).

4. ACCEPTANCE OF ORDER AND DISPLAY OF ADVERTISING

4.1 All advertising Creative shall be delivered to the Company via email to your account manager or direct to content@mass-media.co.uk by the Customer and/or Agency in the Booking Confirmation not less than 3 Working Days before the commencement of the In Charge Date unless otherwise agreed in Writing.

4.2 In the event that the entirety of the Creative is not delivered to the Company in accordance with clause 4.1, the Company reserves the right to either: - (i) cancel the Booking Confirmation without any liability to the Company and without prejudice to any Fees payable; or (ii) amend the In Charge Date and/or charge additional costs and amend the Fees, acting in its reasonable discretion. The Company shall have no liability to the Customer and/or Agency for not complying with the Booking Confirmation where this is due to the fault of the Customer and/or Agency.

4.3 Where the Customer and/or Agency wishes to have one or more changes of display of Creative during the Campaign Period for the purposes of an advertising campaign, this must be stated in the Booking Confirmation or agreed in Writing. If the Customer or Agency requests a change of Creative subsequent to the Booking Confirmation, the Company shall accept or reject such request acting reasonably, and if it accepts such request will be entitled to charge additional fees which shall be payable by the Customer and/or Agency.

4.4 The Company will try to meet any special requests notified to it after the Booking Confirmation but cannot guarantee to do so. Such special requests do not form part of the contractual Booking Confirmation and the Company will have no liability if special requests are not fulfilled.

4.5 The Company reserves the right to amend the display impressions frequency and length at its discretion on the condition that the total time the Creative is displayed is no less than the time purchased under any Booking Confirmation. Notwithstanding the Booking Confirmation, no guarantee can be given whatsoever that a Creative will be displayed on a fixed date for a fixed period or at a fixed time and the Company shall have no liability to the Customer and/or Agency in this respect.

4.6 The Company reserves the right not to display or to remove a display of Creative at any time if: - (i) the Company's landlord of the relevant Site(s), acting in its sole discretion, makes such a request to Company; or (ii) the Company needs to remove such Creative due to any reason including health and safety reasons, technical reasons, planning control and

damage; or (iii) the Customer and/or Agency is found to be in breach of any of these Terms.

4.7 Where the Company has removed such Creative pursuant to clause 4.6 subsection (i) or (ii), then the Company shall at its sole discretion endeavor either find a substitute Site of similar quality, or shall reimburse any Fees paid by the Customer or Agency that relate to a period during which the Creative is not displayed in accordance with the Booking Confirmation, but this shall be the Customer's and/or Agency's sole and exclusive remedy in such circumstances and the Company shall have no further liability.

4.8 Where the Company has removed such Creative pursuant to clause 4.6 subsection (iii), the Company shall have no liability whatsoever to Customer and/or Agency, without prejudice to any rights or remedies to which the Company may be entitled.

4.9 In the case of Booking Confirmations which relate to specific Sites, the Company reserves the right, without any liability whatsoever, to substitute such Site for another Site of a similar quality in the same town or any neighboring town provided that written notice is given by the Company.

4.10 The Customer or the Agency acting reasonably has the right to reject any substitute Site proposed by the Company under clauses 4.7 and 4.9 if the Customer or the Agency does not approve the substitute Site. Where the Company accepts this rejection as reasonable, the Company will amend the Booking Confirmation and refund any Fees already paid in relation to a Site which has been paid for and unused in respect of any Creative (less any other reasonable costs incurred by the Company in connection with the relevant Creative). This clause sets out the sole remedy of Customer and/or Agency and the Company shall have no further liability.

4.11 In relation to the Digital Screens, the parties acknowledge that the Company cannot and does not guarantee the consistency of the delivery network. The Company shall not be liable to the Customer and/or Agency in any way for any downtime or network issues causing a failure to deliver and/or display the Creative in accordance with the Booking Confirmation.

5. CANCELLATION

5.1 MMO will not accept any cancellations of Advertising during the months of November and December. The Customer or Agency will be liable for 100% of the Booking Confirmation value for these months.

5.2 Subject to clause 5.1, a Booking Confirmation may be cancelled without any charge by either party giving at least 90 days' notice of cancellation in writing to the other to expire no later than the In Charge Date. In the event of notice being given where the notice period is less than 90 days to the In Charge Date, The Customer or Agency shall pay the rate applicable to the period of display. MMO will accept such a notice on payment of the following percentages of the total gross contract price:

- 15% if the notice period given in writing is between 76 days and 90 days
- 30% if the notice period given in writing is between 61 days and 75 days
- 40% if the notice period given in writing is between 46 days and 60 days
- 70% if the notice period given in writing is between 31 days and 45 days
- 90% if the notice period given in writing is between 15 days and 30 days
- 100% if the notice period given in writing is 14 days or less

5.3 Where a Booking relates to a Campaign Period which is 9 months or longer, the Customer and/or Agency may terminate the Booking Confirmation with effect from the start of the 7th month provided it has served at least 60 days' notice in writing to the Company stating the reason for such cancellation and the Customer and/or Agency shall be liable to pay Fees up to the date that such cancellation takes place.

5.4 MMO does not guarantee continuous error-free display over 95% on the Digital Screen

6. PAYMENT

6.1 Unless otherwise agreed, payment of the Advertising shall become due 30 days after the date of invoice unless otherwise agreed. In some circumstances, the Company may require the Customer or Agency to pay the full Fee for Advertising on a Proforma basis should the Customer or Agency not be able to obtain a credit account through MMO.

6.2 Invoices shall be sent out to the Customer and/or Agency on the In Charge Date unless otherwise agreed.

6.3 The Fees as set out in the Booking Confirmation are solely for the airtime for the Creative to be displayed on the Digital Screens. It does not include services such as creation of creative, design, production or Value Added Tax.

6.4 Time for payment is of the essence. The Company shall be entitled at our option to charge interest against the Customer

at a rate equivalent to 4% per annum above the then base lending rate at Bank of England, daily on all overdue payments from the due date up until the date of receipt of payment (both before and after judgement). The Customer shall have no right of deduction, counterclaim, discount, abatement or set-off against the Company and/or Agency, and the Price must be paid in full.

6.5 All Fees stated on the Booking Confirmation, Order Confirmation and Invoices are exclusive of all Taxes. The Customer and/or Agency shall be solely responsible to pay all applicable Taxes relating to the relevant Booking.

6.6 Any queries regarding invoices must be submitted to MMO's Accounts Department in writing within 14 days of the invoice date.

7. OBLIGATIONS OF MMO

7.1 MMO shall schedule the Advertising as agreed with the Customer or Agency and shall execute any tactical content updates to the Advertising on the Digital Screens as and when required and requested to do so with reasonable prior notice from the Customer and/or Agency and during normal business hours being 09:00 till 17:30 Monday to Friday unless otherwise agreed in writing.

7.2 Under this Agreement, the parties acknowledge that MMO is obliged to pay Agency and Specialist Fees and commissions in accordance with the industry standard percentages and as agreed prior to booking and stated on the Order provided to the Company by the Agency.

7.3 MMO shall inspect and repair to a working standard any faulty Digital Screen as soon as reasonable practicable following becoming aware of any such reported fault. MMO agrees to act in good faith to ensure that any faulty or damaged Digital Screen is returned to full working order as soon as is reasonably possible. MMO shall not be liable for any credits to the Customer and/or Agency for the duration that a Digital Screen remains damaged or faulty within the first 48 hours from notification of such fault, or as a result of a Force Majeure Event. For periods longer than 48 hours, MMO will extend the Campaign Period to cover the downtime or credit the downtime period should there be no space available.

8. OBLIGATIONS OF THE CUSTOMER AND/OR AGENCY

8.1 The Customer or Agency shall bear all the risk associated with providing the Advertising to fill the designated space on the Digital Screen(s) and shall be liable for the payment of the Fees in any such event if such Advertising is not provided in accordance with this agreement

8.2 The Customer and/or Agency shall ensure and will be solely liable in making sure that the Creative conforms to all 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 the ASA and OFCOM. The Customer and/or Agency shall also ensure that the Creative provided and displayed on the Digital Screen(s) shall not contain any material that is blasphemous, offensive, defamatory or libelous or which infringes the statutory or common law rights of third parties, including but not limited to Intellectual Property Rights. MMO reserves the right to refuse to display and/or remove any Creative provided by the Customer or Agency if deemed inappropriate or instructed to do so by any statutory, legal or regulatory body.

8.3 In addition to clause 8.2, the Customer and/or Agency shall be responsible for obtaining and paying for all necessary licenses and consent for the display of Advertising and/or any copyright material contained in the Creative or the appearance of any human person in the Creative.

9. LIMITATION OF LIABILITY

9.1 The Company does not exclude liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

9.2 In addition to any other rights provided under this Agreement, MMO shall have the right to see Advertising prior to commencement of display and shall have the right to refuse to display or continuing to display any Advertising for any reason including but not limited to Advertising which does not comply in all respects with the Customer and/or Agency's warranties and undertakings detailed in this Contract and/or which differs in any material respect from the Advertising specified at the time of booking or Specification or subsequently changed without the approval of MMO.

9.3 To the maximum extent permitted by law, the Company's liability to the Customer and/or Agency shall be limited to the amount of Fees actually paid by Customer or Agency to the Company under the relevant Booking Confirmation, except in the event of personal injury or death due to Company's negligence, or fraud.

9.4 To the maximum extent permitted by law, in no event shall the Company be liable for special, consequential, incidental or other indirect damages, or for loss of profits, anticipated savings, business opportunity, goodwill, or loss of revenue, loss of use or loss of data (including corruption of data), or costs of procurement of substitute goods or services arising of these Terms, howsoever caused and under any theory of liability (including contract, tort, negligence or otherwise) even if the other party has been advised of the possibility of such damages.

10. TERMINATION

10.1 MMO may terminate this Contract by giving written notice to the Customer and/or Agency if the Customer and/or Agency commits any material breach of any of the provisions of this Contract and either the breach is not capable of remedy or if the breach is capable of remedy (including but not limited to where the Customer or Agency have paid the Fees), and the Customer and/or Agency fails to remedy it within 72 hours after receiving a written notice from MMO containing full particulars of the Creative breach requiring it to be remedied.

10.2 MMO may terminate this Contract immediately if MMO is required to do so pursuant to any agreements it has with any superior or head landlord or any other applicable third party.

10.3 If at any time during this Contract and Digital Screen at any Site shall be validly declared to be illegal by any authority including national and local government, health & safety, planning or traffic, then in the event that with a period of 10 days of receipt by the Customer or Agency from MMO or written notice of such declaration the parties fail to agree a variation of the terms of this Contract which, in the sole opinion of MMO both cures the illegality and preserves the commercial viability of the Contract, then MMO may without liability terminate the Contract by notice in writing to the Customer and/or Agency.

10.4 any termination notice required to be given by either party under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or in the case of a consumer, the consumer's home address as stated on the Order Confirmation.

10.5 Notices may be delivered personally, sent by pre-paid first class post, recorded delivery, fax or email. A notice will be deemed received: if delivered personally, when left at the appropriate address; if sent by pre-paid first class post or recorded delivery, at 9.00am on the second business day after posting; or, if sent by fax or email, one business day after transmission

11. BREACH AND INSOLVENCY

11.1 The Company may, in its absolute discretion, suspend delivery of the Advertising and/or terminate the Contract immediately on notice to the Customer and/or Agency if:

- The Customer and/or Agency is unable to pay its debts or becomes insolvent or is subject to an order or a resolution for its liquidation, administration, winding up or dissolution, or has a receiver appointed over all or any of its assets or business, or if the Customer and/or Agency ceases or threatens to cease to carry on business;
- The Customer and/or Agency is in material breach of these Conditions and (if such breach is remediable) it fails to remedy such breach within 30 days of being notified in writing to do so; or
- The Company is unable to effect delivery of the Advertising due to an event of force majeure.

12. FORCE MAJUERE

12.1 The Company shall not be liable to the Customer and/or Agency or be deemed to be in breach of these Conditions by reason of any failure to perform any of its obligations in relation to the Advertising if the failure was due to any cause beyond the Company's reasonable control (force majeure) including without limitation, acts of God, war, terrorism, civil disorder, industrial dispute, fire, explosions, statutory or government action, difficulties in obtaining raw materials, power failure, internet or communications failure.

12.1 The Company shall not be liable to the Customer and/or Agency or be deemed to be in breach of these Conditions by reason of any failure to perform any of its obligations in relation to the Advertising if the failure was due to any cause beyond the Company's reasonable control (force majeure) including without limitation, acts of God, war, terrorism, civil disorder, industrial dispute, fire, explosions, statutory or government action, difficulties in obtaining raw materials, power failure, internet or communications failure.

12.2 Upon the happening of a 'force majeure' event, the Company shall be entitled to a reasonable extension of time for the performance of its obligations.

12.3 In the event a force majeure event as set out under clause 12.1, the Contractor shall be entitled to be paid the Fees specified in the Booking Confirmation on a pro rata basis up until the date that such force majeure event commences. The Contractor shall not be obliged to comply with the Booking Confirmation for as long as such force majeure event lasts.

13. WAIVER

13.1 Any waiver of these Conditions shall not prejudice or affect the Company's rights and remedies in respect of any subsequent breach or non-observance of these Conditions by the Customer and/or Agency. The Company's acceptance of any payment after the specified due date shall not constitute a waiver of the Customer's and/or Agency's obligations to make future payments on the specified dates.

14. GOVERNING LAW AND JURISDICTION

14.1 These Conditions are governed by the Laws of England and both parties agree to submit to the exclusive jurisdiction of the English courts.

15. SEVERANCE

15.1 If any part of these Conditions shall be found to be invalid or unenforceable, the validity of the remainder of the provisions of the conditions shall not be affected.

16. COMPLAINTS

16.1 The Company aims to provide a high level of service. Any enquiries or complaints regarding the Advertising provided by the Company including any queries in respect of invoices the Company has issued should be addressed to Mass Lambresa at the address below.

17. RIGHTS OF THIRD PARTIES

17.1 The parties agree that no third party shall be afforded any rights under these Conditions.

18. ASSIGNMENT AND SUB-CONTRACTING

18.1 The Customer or Agency shall not, without the prior written consent of the Company, assign any of its rights or obligations under these Conditions.

18.2 The Company may sub-contract, transfer and/ or assign its rights and/ or obligations under these Conditions without the consent of the Customer or Agency.

19. ENTIRE AGREEMENT

19.1 These Conditions, together with the relevant Order Confirmation constitute the entire agreement between the Company and the Customer and/or Agency in respect of the Advertising and supersede any earlier arrangements, understandings, promises or agreements made between the parties in respect of the Advertising.

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