

Amplified Terms & Conditions

1. DEFINITIONS AND INTERPRETATIONS

1. In this Agreement unless otherwise stated or unless the context otherwise requires:

Advertiser means the person, firm or body corporate set out in the Order;

Advertising Agency means the person, firm or body corporate set out in the Order;

Advertiser Materials means any materials and/or items (including any adverts and/or Advertiser's Key Messages), whether physical or digital, provided by you or on your behalf to us in relation to the Campaign(s) and/or the Event(s);

Advertising Standards means all statutory and legal requirements and regulations in force or codes of practice (whether voluntary or obligatory) relating to the content of advertisements or promotional messages;

Agreement means this agreement which is constituted by the Order, the Terms and Conditions and all schedules thereto;

Audio Campaign means the on-air activities booked by you as set out in the Order or otherwise provided by us at your request;

Brand means the Advertiser's brand which is the subject of the Campaign(s);

Campaign(s) means the Audio Campaign, the Digital Campaign and/or the Outdoor Campaign (as applicable);

Campaign Materials means the Advertiser Materials and Get Amplified Materials;

Costs means (where applicable) the costs set out in the Order

Data Controller shall have the meaning set out in the Data Protection Legislation;

Data Processor shall have the meaning set out in the Data Protection Legislation;

Data Protection Legislation means the UK Data Protection Legislation and any other applicable data protection and privacy legislation and regulatory requirements in force from time to time;

Data Subject shall have the meaning set out in the Data Protection Legislation;

DAX Campaign means a DAX Direct Campaign or a DAX Programmatic Campaign;

DAX Direct Campaign means a media campaign booked directly by you for delivery via DAX, as set out in the Order or otherwise provided by us at your request;

DAX Programmatic Campaign means a media campaign booked programmatically by you via a trading desk or demand side platform for delivery via DAX;

Digital Campaign means the online activities booked by you as set out in the Order or otherwise provided by us at your request;

Effective Date means the date set out in the Order;

Fee means the amount(s) set out in the Order

Fee Payment Date(s) means the date(s) by which payment is due as set out in the Order, and to the extent that no date is specified, the Fee Payment Date(s) shall be thirty (30) days from the date of the invoice;

Force Majeure Event means any event, series of events, act or thing beyond a Party's reasonable control preventing, hindering or delaying it from complying with all or any of its obligations hereunder including: an act of God; fire; flood; storm; lightning; any abnormally inclement weather; any natural disaster; epidemic; pandemic; accident; explosion; war (whether declared or not); hostilities; invasion; riot; civil unrest; rebellion; revolution; insurrection; military or usurped power; nuclear, chemical or biological attacks; terrorism; material threat of act of terrorism; any law or regulatory order; legal restrictions; interruption, breakdown or failure of power supplies, transport, software or machinery; closure or restrictions on any transport system; bursting or overflowing of water tanks, pipes or other apparatus; viruses, worms, Trojan horses or other malicious content that affect any aspects of a Campaign; strike; lockout; industrial action; unforeseen technical failure, death of royalty or other public figure; failure of sub-contractors, suppliers or any labour dispute; any event that otherwise affects the programming, delivery and/or display of Campaign(s); interruption of broadcast; loss, for any reason, of the right to use any advertising locations, site, space or structure; malicious damage caused by anyone other than us or a Get Amplified Company; or the threat of any of the aforementioned;

DIO means the document entitled "digital insertion order" issued by us setting out the commercial terms relating to the Campaign(s);

Losses means all claims, demands, actions, awards, judgments, costs, expenses, liabilities, settlements, proceedings, damages, compensation, losses (including any interest, fines, penalties, management time, legal and other professional costs and expenses), loss or damage to reputation, brand or goodwill, and, to the extent permitted by law, administrative fines, penalties, sanctions, liabilities or other remedies imposed by any person (including any regulator or similar authority);

Media Platforms means all and any of the radio station(s), website(s), mobile or other platforms on which the Audio Campaign and/or Digital Campaign is being delivered as

set out in the Order or as otherwise agreed between the Parties;

Media Schedule means the document entitled "media schedule" issued by us setting out the commercial terms relating to the Campaign(s) and/or Event(s);

Order means the Order Form, the Media Schedule or the DIO (as applicable);

Order Form means the document entitled "order form" issued by us; setting out the commercial terms relating to the Campaign(s);

Outdoor Campaign means the out of home activities booked by you as set out in the Order or otherwise provided by us at your request;

Party means a party to this Agreement;

Personal Data shall have the meaning set out in the Data Protection Legislation;

Personal Data Breach shall have the meaning set out in the Data Protection Legislation;

Personnel means the staff, employees, agents, servants and/or sub-contractors engaged by a Party or by a sub-contractor of a Party in relation to this Agreement;

Products means any products or services which are the subject of the Campaign(s);

Shared Personal Data means Personal Data shared by one Party to another in accordance with this Agreement;

Term means the duration of this Agreement;

Terms and Conditions means these General Terms and Conditions

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (as amended); and the regulatory requirements of the ICO;

UK GDPR means the GDPR as retained in UK law pursuant to the European Union (Withdrawal) Act 2018;

VAT means value added tax and any substituted or similar tax;

Working Day(s) means any day from Monday to Friday inclusive except any UK bank or public holiday;

You and your means the Party or Parties to this Agreement (excluding us), being either (i) Advertiser (ii) Advertising Agency; or (iii) Advertiser and Advertising Agency where both are parties.

1.1 References to clauses and schedules are to the clauses and schedules in this Agreement. All schedules to this Agreement shall for all purposes form part of this Agreement.

1.2 Words importing persons includes firms, companies and bodies corporate and vice versa.

1.3 An obligation on a Party to do something includes an obligation to procure it be done on its behalf.

1.4 Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Where the context requires, the singular includes the plural and vice versa.

1.6 Any and all references to "include" and "including" shall be construed as "include without limitation" or "including without limitation" as appropriate.

1.7 Any reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 Any obligation by you not to do any act, matter or thing includes an obligation not to permit or cause the doing of such act, matter or thing by a third party.

1.9 Where matters are to be agreed between the Parties, the Parties shall act reasonably and in good faith in agreeing such matters.

1.10 Where approval or consent is required to be in writing, email will suffice unless stated otherwise.

1.11 In all instances where a Party's approval or consent is required, such approval or consent shall not be unreasonably withheld, delayed or conditioned unless stated otherwise.

1.12 All terms defined in the Order shall have the same meaning in the Terms and Conditions and vice versa.

1.13 If Advertising Agency and Advertiser are both Parties to this Agreement, both Advertiser and Advertising Agency shall be jointly and severally liable hereunder unless stated otherwise.

2. APPLICATION OF THESE TERMS AND CONDITIONS

2.1 Our offer will be deemed accepted and a contract formed on the earlier of (a) you confirming acceptance by signing and returning the Order to us, and (b) either Party commencing performance of and/or exercising any or all of its obligations hereunder.

2.2 If the Campaign is an Audio Campaign, a contract incorporating these Terms and Conditions will be formed upon you placing the order

2.3 If the Campaign is a DAX Direct Campaign where you have sent us the Order, a contract incorporating these Terms and Conditions will be formed upon our acceptance of your Order, notwithstanding that your Order may purport to be based on your own terms and conditions;

2.4 If the Campaign is a DAX Programmatic Campaign, a contract incorporating these Terms and Conditions will be formed upon your bid in an impressions auction being accepted as the winning bid.

3. IPR

3.1 The Parties acknowledge that they shall not acquire, by operation of this Agreement or otherwise, any IPR relating to another Party and you acknowledge that you shall not acquire by the operation of this Agreement

3.2 All IPR belonging to a Party before the execution of this Agreement shall remain vested in that Party and all goodwill resulting from the use by one Party of the other's IPR shall accrue to the relevant licensor of such rights.

3.3 Subject to clause 3.2 of these General T&Cs we shall own the IPR in the Campaign(s)

3.4 Subject to clause 3.5 of these General T&Cs, you will not use, nor permit a third party to use, Campaign Materials independently of the Campaign without obtaining our prior written approval in relation thereto.

3.5 You may use or permit a third party to use Campaign Materials displayed as part of an Outdoor Campaign provided that we agree in advance the terms on which they are to be used.

4. FEES, COSTS AND PAYMENT

4.1 If we have approved you as a credit customer, unless we notify you otherwise, we will invoice you for the Fee monthly in arrears at the end of each calendar month during the Campaign(s) or, in the case of an Outdoor Campaign, fortnightly in arrears during the Campaign(s). In each case the Fee invoiced will be calculated according to the proportion of the Campaign(s) delivered during that month or fortnight, as appropriate.

4.2 We reserve the right to withdraw at any time any credit arrangement extended to you, in which case the outstanding Fee for the entire Campaign(s) will become due immediately.

4.3 If we have not approved you as a credit customer, we will invoice you, either, at our discretion, (i) in advance for the entire Fee, in which case cleared funds must be paid (a) in the case of an Outdoor Campaign, twenty eight (28) days before the Campaign is due to be delivered, or (b) in the case of any other Campaign, five (5) Working Days before the Campaign is due to be delivered; or (ii) monthly in advance, in which case the invoiced amount will be calculated according to the proportion of the Campaign(s) due to be delivered that month.

4.4 You will pay all invoices submitted by us hereunder:

4.4.1 by the Fee Payment Date;

4.4.2 in cleared funds in the same currency as the invoice; and

4.4.3 without any withholding, deduction, set-off (whether legal or equitable) or counterclaim whatsoever.

4.5 We may for any reason (including as a result of a failure by you to pay any fees which are due to us under any agreement) by written notice to you require that: (i) any future orders placed by you or on your behalf; and (ii) any orders already placed but in respect of which at least fifteen (15) Working Days remain from the date of the notice to the Effective Date (both dates inclusive), are paid at least ten (10) Working Days prior to the Effective Date (or such longer time as we in our absolute discretion may determine), and any payment terms so notified shall replace the payment terms set out in this Agreement).

4.6 Where any Costs are identified, quantified or varied after the Effective Date, we will, where reasonably practicable, submit these to you for your approval prior to incurring such Costs. If you unreasonably withhold, delay or condition your approval, you acknowledge and agree that:

4.6.1 we may delay and/or cancel all or part of the Campaign(s) and/or not provide all or any of the Event Rights and/or Experiential Services (in whole or in part)) without incurring any liability; and

4.6.2 your obligation to pay for the Campaign(s), Event Rights and/or Experiential Services will not be affected.

4.7 In respect of all payments to be made under this Agreement, time will be of the essence.

4.8 If you fail to pay the Fee (including any VAT due) or any part thereof on or before the relevant Fee Payment Date ("Unpaid Fees"), we may, without prejudice to any other remedy we may have and without prejudice to your obligation to pay such Unpaid Fees:

4.8.1 cease or refuse to (i) deliver the Audio Campaign, Digital Campaign and/or DAX Campaign, (ii) display the Outdoor Campaign (as applicable);

4.8.2 terminate this Agreement for material breach in accordance with clause 10.3.1 of these General T&Cs;

charge you: (i) interest at a rate of eight percent (8%) above the Bank of England base rate from time to time on any Unpaid Fees; and (ii) the sum of £40 per invoice if the Unpaid Fees are less than £1,000, the sum of £70 per invoice if the Unpaid Fees are £1,000 or more but less than £10,000, and the sum of £100 per invoice if the Unpaid Fees are £10,000 or more. Interest is calculated on a daily basis and accrues from the relevant Fee Payment Date until receipt by us of the full amount (including any accrued interest) whether before or after judgment. The Parties acknowledge and agree that the interest payment set out in this clause 5.9.3 is, in the context of the activities contemplated under this Agreement, a "substantial remedy" (as this expression is used in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time)); and/or

4.8.3 engage a third party to take any action which we may reasonably require in order to ensure that the Unpaid Fees are paid. 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 the enforcement of your payment obligations under this Agreement.

4.9 You will have no claim against us if we exercise all or any of our rights under clause 5.9 of these General T&Cs.

4.10 The existence of a query on any item in an invoice will not affect the date that you will pay such invoice by. Any amount queried and withheld by you will be subject to 5.9.3 of these General T&Cs, unless resolved in your favour.

4.11 The Fee is exclusive of VAT which you will pay in addition.

5. DATA PROTECTION

5.1 In relation to the processing of Personal Data, each Party will:

5.1.1 comply with its obligations under the Data Protection Legislation; and

5.1.2 assist the other in complying with all applicable requirements of the Data Protection Legislation including promptly informing the other Party about the receipt of any Data Subject rights request and providing the other Party with reasonable assistance in complying with any Data Subject rights request.

5.2 To the extent that the Parties are both independent Data Controllers in respect of Shared Personal Data, each Party shall:

5.2.1 comply with all the obligations imposed on a Data Controller under the Data Protection Legislation;

5.2.2 enable lawful collection and transfer of the Shared Personal Data including ensuring that the Party collecting the Shared Personal Data has full information relating to the nature of any processing of such Shared Personal Data that will be undertaken;

5.2.3 consult with the other Party about any notices to be given to Data Subjects in relation to the Shared Personal Data;

5.2.4 restrict its processing of the Shared Personal Data to the purpose for which the Personal Data was collected and thereafter permanently destroy or put beyond use all such Shared Personal Data;

5.2.5 process the Shared Personal Data in accordance with its privacy policy;

5.2.6 ensure that all recipients of Shared Personal Data are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement and not disclose or allow access to the Shared Personal Data to anyone other than such recipients;

5.2.7 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and

5.2.8 not transfer any Shared Personal Data outside the UK without the prior written consent of the other Party.

5.3 Where a Party is acting as a Data Processor in relation to Personal Data over which another Party is the Data Controller, the Data Processor shall:

5.3.1 process such Personal Data only on the Data

Controller's documented written instructions;

5.3.2 not transfer any Personal Data outside of the UK without the written consent of the Data Controller;

5.3.3 ensure that all Personnel processing the Personal Data have agreed to appropriate confidentiality obligations;

5.3.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, Personal Data;

5.3.5 notify the Data Controller of any sub-processors who will process the Personal Data, and shall put in place with any such sub-processors obligations no less stringent than those set out in this clause 6.3;

5.3.6 assist the Data Controller, at the Data Controller's expense, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

5.3.7 notify the Data Controller without undue delay on becoming aware of a Personal Data Breach;

5.3.8 at the written request of the Data Controller, delete or return Personal Data and copies thereof on termination of this Agreement; and

5.3.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 6.3 and allow the Data Controller or its representative

to audit the Data Processor's records on reasonable notice to the extent required to enable the Data Controller to comply with its obligations under the Data Protection Legislation.

5.4 You shall provide us with a point of contact for all issues arising out of the Data Protection Legislation in relation to this Agreement.

5.5 Any material breach of the Data Protection Legislation in relation to this Agreement by a Party will give grounds to the non-breaching Party to terminate this Agreement with immediate effect unless such breach is capable of remedy in which case the right to terminate will become effective immediately if the breach has not been remedied within thirty (30) days of written notice from the non-breaching Party to the Party in breach.

6 WARRANTIES

6.1 Each Party warrants, undertakes and represents to the other that:

6.1.1 it has and will continue to have throughout the Term, the full right, title and authority to enter into this Agreement and perform its obligations hereunder; and

6.1.2 the officer signing this Agreement has full power and authority to enter into this Agreement on its behalf and thereby to bind it.

6.2 You warrant, undertake and represent that you:

6.2.1 own or have obtained (and have paid for) and will maintain all necessary licences, consents, rights and/or waivers required for us to use the Advertiser Materials during the Term. For the avoidance of doubt, this includes the delivery and/or display of all material provided to us by you or on your behalf hereunder;

6.2.2 will comply at all times with the Applicable Regulations;

6.2.3 will, without limitation to the generality of clause

6.2.4 of these General T&Cs, ensure that the Advertiser Infrastructure, the Products, the Prizes and the Advertiser Materials are:

6.2.4.1 safe;

6.2.4.2 in a good state of repair;

6.2.4.3 fit for their intended purpose;

6.2.4.4 fully compliant with the Applicable Regulations; and

6.2.4.5 in the case of the Products, fit for human consumption where applicable.

6.2.5 will at all times act in an open manner and in the utmost good faith and will provide us with any information that we may reasonably request in connection with our activities hereunder; and

6.2.6 will inform us immediately upon becoming aware of any fact, matter or circumstance which might make any of the warranties, undertakings and/or representations above untrue, inaccurate or misleading or which might affect our ability to perform our obligations or exercise our rights pursuant to this Agreement. You will, where applicable, provide such documentation as we require evidencing compliance with the same.

6.3 You warrant, undertake and represent that:

6.3.1 the Campaign(s) is legal, decent, honest and true and complies with the Applicable Regulations;

6.3.2 claims made in the Campaign(s) are accurate and fair and can, if required, be substantiated by documentary evidence;

6.3.3 Advertiser Materials will not contain any worm, virus, Trojan horse or other harmful content and will not enable unauthorised access to our infrastructure, network, hardware or software;

6.3.4 you will, at all times during the Term, maintain adequate virus protection and security measures to protect your IT systems and all Advertiser Materials;

6.3.5 the Advertiser Materials will not:

6.3.5.1 infringe any rights (including IPR) of any third party,

6.3.5.2 be defamatory;

6.3.5.3 give rise to a claim for passing off;

6.3.5.4 be inaccurate, misleading, obscene or offensive;

6.3.5.5 infringe or breach any Applicable Regulations.

6.4 Clauses 7.2.3, 7.2.5 and 7.3.1 of these General T&Cs shall be deemed to be a condition of this Agreement

7. INSURANCE AND INDEMNITY

7.1 You will, at all times during the Term, carry adequate insurance cover with a reputable insurer in respect of all risks hereunder against which it is prudent for you to insure, including:

7.1.1 public liability insurance with a limit of no less than £5 million;

7.1.2 if legally required, employer's liability insurance with a limit of no less than that required by law for any one occurrence, unlimited in the aggregate; and

7.1.3 product liability insurance with a limit of no less than £5 million.

7.2 You will supply a copy of the certificates for the policies detailed above (or other documentary evidence) to us upon our request.

7.3 For the avoidance of doubt, you will be liable for damage to property or personal

injury arising from or in connection with your acts or omissions together with those of your Personnel.

7.4 Without prejudice to any rights or remedies implied by statute or common law, or under any provisions of this Agreement, 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:

7.4.1 any act or omission of you or any of your Personnel, including any breach, negligent performance or non-performance of this Agreement;

7.4.2 any breach of all or part of clause 7 of these General T&Cs;

7.4.3 any claim made against us stating that our use of the Advertiser Materials infringes any rights (including IPR) of any third party;

7.4.4 any claim made against us in relation to any of the Products and/or Campaign(s), unless such claim is solely and directly attributable to our acts and/or omissions; or

7.4.5 the enforcement of this Agreement.

7.5 You will notify us immediately on becoming aware of any fact or circumstances that could trigger the indemnity in clause 8.5 of these General T&Cs and will provide all reasonable assistance to us and/or our insurers for the purposes of dealing with any action, claim or matter to which this clause 8 applies.

8 LIABILITY

8.1 Nothing in this Agreement will exclude or limit or be deemed to exclude or limit liability for:

8.1.1 death or personal injury arising from the negligence of any Party or any person for which that Party is vicariously liable;

8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 any other liability the exclusion or limitation of which is prohibited by law.

8.2 We will not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, for:

8.2.1 any indirect, special or consequential loss, costs damages, charges or expenses howsoever caused;

8.2.2 any loss of sales, profit, anticipated profit, use, business, anticipated business, contracts; anticipated savings; or any pure economic loss; or

8.2.3 damage to goodwill and/or reputation and/or any loss of opportunity to enhance your brand or reputation;

in each case, whether or not we have been advised of the possibility of such loss or damage.

8.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.4 We will not under any circumstances be liable for:

8.4.1 any failure to comply with any of our obligations hereunder to the extent that such failure arises as a result of any act or omission of you or any of your Personnel; or

8.4.2 any loss (including any loss arising in relation to third party contracts), damage, unauthorised use or delay in delivery of any recordings, scripts or other material relating to the Campaign(s), in each case whether or not we have been advised of the possibility of such loss. We may destroy the Advertiser Materials (or part thereof) three (3) months after the Term without further reference to you.

8.5 Each claim, including any purely contingent claim, arising as a result of a breach by us of our obligations under this Agreement ("Claim") will be submitted (or in the case of any contingent claim, provisionally notified) to us in writing within forty-five (45) days from the end of the applicable Campaign(s) and/or Event(s) with sufficient information to enable us to consider the Claim. We will have no liability in respect of any Claim submitted or notified after that date.

9. TERMINATION

9.1 We may terminate this Agreement by serving written notice upon you provided that such written notice must be served at least 28 days prior to the start of the first Campaign.

9.2 Termination of this Agreement will be without prejudice to any rights or remedies which may have accrued as at termination.

9.3 We shall be entitled to terminate this Agreement upon giving written notice (email shall not suffice) to you if:

9.3.1 Advertiser and/or Advertising Agency commits a material breach of a term of this Agreement and fail to remedy the same, if capable of remedy, within such time as we, acting reasonably, consider is reasonable given the timing of such breach

9.3.2 Advertiser and/or Advertising Agency show signs of financial distress, become or are declared bankrupt or insolvent (or take any steps with a view to commencing insolvency proceedings), enter into liquidation (other than voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation), enter into any arrangement or composition with its creditors or any of them or has an administrator appointed over all or part of its property or assets, ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or any event occurs, or proceeding is taken, with respect to Advertiser and/or Advertising Agency in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 10.3.2.

9.4 Without prejudice to any other rights and remedies you may have, you will be entitled to terminate this Agreement upon giving written notice (email shall not suffice)

to us if:

9.4.1 we commit a material breach of a term of this Agreement and fail to remedy the same, if capable of remedy, within fourteen (14) days after receipt of a written notice to do so;

we show signs of financial distress, become or are declared bankrupt or insolvent (or take any steps with a view to commencing insolvency proceedings), enter into liquidation (other than voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation), enter into any arrangement or composition with our creditors or any of them or have an administrator appointed over all or part of our property or assets, ceases or threatens to cease to carry on business or are or becomes unable to pay our debts within the meaning of section 123 of the Insolvency Act 1986, or any event occurs, or proceeding is taken, with respect to us in any jurisdiction to which we are subject that has an effect equivalent or similar to any of the events mentioned in this clause 10.4.2.

9.5 We may terminate this Agreement with immediate effect by giving written notice to you if any monies due to us hereunder are in arrears for a period of fourteen (14) days or longer.

9.6 Upon termination or expiry of this Agreement and without affecting any other rights or remedies of any Party:

10. CANCELLATION

10.1 Notwithstanding any other term in this Agreement, you shall not be entitled to cancel the Campaign(s) you have booked with us via a Media Schedule, in whole or part, and/or terminate this Agreement for any reason

10.2 you may cancel the Campaign(s) you have booked with us by serving prior written notice upon us, and in such circumstances

10.3 If you cancel a Campaign(s) (other than an Outdoor Campaign) you have booked with us via a Media Schedule, you must pay to us the following proportion of the Fee plus all Costs incurred by us in relation to such Campaign(s) up to the date of such cancellation: -

Length of notice prior to scheduled start date of the first Campaign	% of Fee payable (plus all Costs)
28 days or less	100%
More than 28 days	25%

10.4 If you cancel an Outdoor Campaign (whether booked via a Media Schedule or an Order Form), you must pay to us the following proportion of the Fee incurred by us in relation to such Outdoor Campaign 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)
14 days or less	100%	100%
Between 15 and 30 days	90%	90%
Between 31 and 45 days	70%	70%
Between 46 and 60 days	0%	40%
Between 61 and 75 days	0%	30%
Between 76 and 90 days	0%	15%
More than 90 days	0%	0%
For Outdoor Campaigns for the display of Special Advertisements, any length of notice	100%	100%

10.5 If you cancel (i) a DAX Direct Campaign you have booked with us via an Order Form or a Digital Insertion Order; (ii) an Audio Campaign you have booked with us; or (iii) a Digital Campaign you have booked with us either via an Order Form or a Digital Insertion Order, you must pay to us the following proportion of the Fee plus all Costs incurred by us in relation to the Campaign(s) up to the date of such cancellation:

Length of notice prior to scheduled start date of the Campaign	% of Fee payable (plus all Costs)
7 days or less	100%
Between 8 and 21 days	66%
Between 22 and 28 days	33%
More than 28 days	0%

10.6 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.

10.7 If this Agreement relates to more than one Campaign, you shall not be entitled to cancel one or more Campaign(s) in isolation.

10.8 Without limitation to any rights or remedies available to us, we will have the right to discontinue, not deliver and/or not display all or part of a Campaign(s) if you breach any term of this Agreement; or (ii) if all or part of the Campaign does not or may not, in our reasonable opinion, fully comply with all or any of your warranties, representations and undertakings under this Agreement.

9.6.1 all rights and licences granted to you hereunder shall cease with immediate effect and such rights shall immediately revert to us and we will be entitled to grant all or any of them to any third party;

9.6.2 such termination or expiry will be without prejudice to any accrued rights, remedies, or obligations of any Party under this Agreement;

9.6.3 you will immediately (without deduction or set off of any kind, whether legal or equitable) pay to us all amounts due and payable under this Agreement

9.6.4 all Parties will return or procure the return to the other relevant Party of any property supplied to it by such Party, together with all samples, documents, records and other materials supplied by, belonging to or required by such Party, and together with all copies of the same (except to the extent that the same consists of promotional materials already prepared by us).

9.7 Termination or expiry of this Agreement for any reason shall not affect a Party's accrued rights and obligations or the coming into force or the continuation in force of any provisions which are expressed or implied to come into force on or after such expiry or termination, or which are required to give effect to such expiry or termination.

10.9 Without limitation to any rights or remedies available to us, if we specify (before or at the time of Order) that a Campaign will be "Run at Risk" then we may, at any time,

(i) discontinue, not deliver and/or not display all or part of the Campaign; and/or (ii) not deliver all or part of the Experiential Services; and/or (iii) not grant all or any Event Rights, if all or part of the Campaign elicits, or in our reasonable opinion is likely to elicit, any complaints.

10.10 If we exercise all or any of our rights under clauses 11.8 or

11.11 of these General T&Cs:

10.11.1 we will not be liable to you for any damage, loss or expense incurred by you in relation thereto; and

10.11.2 the Fee corresponding to such Campaign(s) will be due in full notwithstanding that the same has not been delivered, granted, provided or displayed (as applicable).

10.12 We may, at any time and without incurring any liability to you whatsoever, (i) discontinue, not deliver and/or not display all or part of the Campaign(s) without giving any reason, in which case, unless due to any act or omission of yours or a Force Majeure Event, we will refund any part of the Fee that has been paid which relates to the part (or all) of the applicable Campaign(s) not delivered or displayed by us.

10.13 For the avoidance of doubt a cancellation under this clause

11 does not constitute a breach of this Agreement, although a failure to by you to pay the relevant cancellation charge or the applicable part(s) of the Fee due will constitute a breach of this Agreement that gives rise to a debt claim which can be brought by us against you.

10.14 A termination notice must be served in accordance with the General T&Cs.

10.15 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).

11. FORCE MAJEURE

11.1 If a Party is prevented, hindered or delayed in the performance of any of its obligations hereunder as a result of a Force Majeure Event, then such Party shall not be in breach of this Agreement for such failure to perform or delayed performance.

11.2 A Party so prevented or delayed from performing its obligations will promptly notify the other Parties of the matters constituting the Force Majeure Event and provide its best estimate of the likely extent and duration thereof. A Party claiming to be prevented or delayed in the performance of any obligations hereunder by reason of a Force Majeure Event will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which this Agreement may be performed despite the continuance of the Force Majeure Event.

11.3 As soon as reasonably possible after the end of the Force Majeure Event, the affected Party will give written notice to the other Parties that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.

11.4 If we have incurred any costs at the time of the Force Majeure Event in relation to our obligations hereunder, we will provide details thereof to you and you will pay to us a sum equivalent to such costs, upon demand without any set off of any kind (whether legal or equitable).

12. CONFIDENTIALITY

12.1 Each Party shall, subject to clause these General T&Cs:

12.1.1 keep all Confidential Information confidential by using the same care over the Confidential Information of other Parties as it uses for its own similar information, but in no event less than reasonable care;

12.1.2 not, without the prior written consent of the other Parties divulge, transmit or otherwise disclose to any person, firm or corporation any Confidential Information; and

12.1.3 only use the Confidential Information for the purpose of exercising its rights and performing its obligations hereunder.

12.2 These General T&Cs will not preclude any Party from disclosing any Confidential Information:

13.2.1 to its employees or agents who are providing services pursuant to this Agreement or its professional advisors on the basis such persons are notified of the terms of this clause of these General T&Cs and the disclosing Party ensures that such persons adhere to its provisions;

12.2.2 as required by law or regulatory authority, provided always that the disclosing Party gives as much notice as is reasonably possible, whether before or after disclosure, to the other Parties in relation thereto; or

12.2.3 which comes into the public domain other than as a breach of this Agreement.

13. MODERN SLAVERY AND ANTI BRIBERY AND CORRUPTION

13.1 You will, and will ensure that all your Personnel will:

13.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force from time to time, including the Modern Slavery Act 2015;

13.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

13.1.3 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (Bribery Act);

13.1.4 not engage in any activity, practice or conduct which would constitute an offence under section 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;

13.1.5 comply with our anti-bribery and anti-corruption policies (as may be updated from time to time);

13.1.6 have and maintain in place throughout the Term your own anti-bribery and anti-corruption policies and procedures, including adequate procedures under the Bribery Act; and

13.1.7 promptly report to us any request or demand for any undue finance or other advantage of any kind received by you in connection with the performance of your obligations under this Agreement.

13.2 You shall immediately notify us in writing if a foreign public official becomes one of your officers or employees and you warrant that you have no foreign public officials as officers or employees at the date of this Agreement.

14. GENERAL

14.1 This Agreement contains the entire agreement and understanding of the Parties in relation to all matters referred to herein and supersedes all prior agreements (save for any associated non-disclosure agreement that may have been entered into between the Parties), understandings or arrangements (both oral and written) between them relating to the subject matter of this Agreement. The Parties understand that they have not entered into this Agreement on the basis of any representations, warranties or undertakings that are not expressly included in this Agreement, however, nothing in this Agreement attempts to exclude liability for fraud or fraudulent misrepresentation.

14.2 Without limitation, no purchase order (other than the Order) or terms and conditions (other than the Terms and Conditions) issued, whether before or after formation of this Agreement, by you or on your behalf will be binding on us or will vary this Agreement. This is the case even if a purchase order or standard terms and conditions are referred to in correspondence by us.

14.3 We reserve the right to revise the Terms and Conditions from time to time, on the basis that any agreement entered into will incorporate the Terms and Conditions in force at the time such agreement is concluded. Accordingly, you should review the Terms and Conditions before entering into any agreement with us.

14.4 Subject to the provisions of these General T&Cs, you will not assign, transfer or otherwise deal in any other manner with all or any of your rights and/or obligations under this Agreement or purport to do the same without our prior written consent.

14.5 You will be entitled to sub-contract your obligations under this Agreement provided always that you remain primarily liable for the performance of such obligations and for all acts and omissions of any third party appointed by you under this Agreement.

14.6 We will be entitled at any time to novate, assign, sub-contract, sub-licence or otherwise transfer to any person, company or entity any of our rights or obligations under this Agreement without your consent. In respect of any novation, you will, at our request and expense, cooperate with us to procure the novation on such terms as we may reasonably require and will execute such documentation and take such other action as we may request in relation to such novation or other transfer.

14.7 If any provision or part provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed to be deleted but the remaining provisions will remain in full force and effect and such deletion shall not affect the validity and enforceability of the rest of this Agreement.

14.8 No delay, failure or omission in exercising any right or remedy provided hereunder or by law shall be construed as a waiver of such right or remedy and/or any subsequent right or remedy.

14.9 Unless stated otherwise herein, no variation of this Agreement shall be valid unless it is in writing signed by all Parties.

14.10 This Agreement is not intended by the Parties to give rise to any right which is enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.11 Notice given under this Agreement shall be in writing (email shall not suffice), sent to the address given in this Agreement (or such other address as notified hereunder), and in the case of notices for us, marked for the attention of our General Counsel and delivered personally or sent by pre-paid, first-class post, courier or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery or in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or in the case of by courier, upon delivery by courier.

14.12 This Agreement and any contractual or non-contractual dispute or matter arising out of it shall take effect and be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or matter arising hereunder.

Audio & Digital Terms & Conditions

1. GENERAL

1.1 In this part, all references to clause numbers shall be references to clauses in this part unless stated otherwise.

1.2 All terms defined in the General T&Cs shall have the same meaning in this part and, unless otherwise stated or unless the context otherwise requires:

ASA means the Advertising Standards Authority;

Broadcast Advert means a 'spot' advert for radio broadcast;

Show means an on-air show; and

2. AUDIO CAMPAIGN AND DIGITAL CAMPAIGN

2.1 In consideration of and subject to payment of the Fee, we will deliver the Audio Campaign and/or the Digital Campaign in accordance with the terms of this Agreement. Delivery of the Audio Campaign and/or Digital Campaign is subject to (i) our approval; and (ii) availability on the Media Platforms.

2.2 You will ensure that the Audio Campaign and/or Digital Campaign comply with all our technical requirements as notified by us to you from time to time.

2.3 We have the right to:

2.3.1 make changes or to require you to make changes to the Audio Campaign and/or Digital Campaign for any reason if, acting reasonably, we consider it appropriate and/or necessary to do so (including scheduling constraints, Ofcom requirements or changes in Applicable Regulations);

2.3.2 change the scheduled times and dates of the whole or part of the Audio Campaign and/or and Digital Campaign in our sole discretion; and/or

2.3.3 make changes to improve the performance and availability of the Digital Campaign without prior notice.

2.4 If we exercise our rights under all or part of these Audio & Digital T&Cs, we will give you as much notice as is reasonably possible and you will comply with our instructions in relation thereto.

2.5 If for any reason other than your act or omission or a Force Majeure Event (in which case we will bear no liability for the following), the Audio Campaign and/or Digital Campaign (i) is delivered missing a material element; or (ii) is delivered containing a material error; or (iii) fails to achieve the level of impacts, impressions or placement set out in the Order, our liability in relation thereto (notwithstanding other terms elsewhere in this Agreement) will be limited, at our option (acting reasonably), to one of the following:

2.5.1 delivering the missing element(s) of the Audio Campaign and/or Digital Campaign as soon as is reasonably practicable after the missing element(s) were scheduled to run and for such time as is necessary to equate to the shortfall; or

1.1.1 providing you with delivery opportunities for the Audio Campaign and/or Digital Campaign of a value equal to the shortfall; or

1.1.2 making a pro-rata refund of, or reduction in, the Fee (less 5% and excluding Costs) in relation to the missing material element(s) of the Audio Campaign and/or Digital Campaign.

3. CAMPAIGN MATERIALS

3.1 If we are creating any aspect of the Audio Campaign and/or Digital Campaign for you, you will, at your own expense, supply to us all materials in relation thereto as are necessary to enable us to perform our obligations or exercise our rights hereunder, such materials to be provided in a suitable form by such date as we specify from time to time.

3.2 If you fail to comply with your obligations under clause

3.1 of these Audio & Digital T&Cs, without limitation to our rights in relation thereto, you shall pay upon demand, without set off, a sum equal to all costs incurred by us in relation thereto.

3.3 If the Order states that we will give you the opportunity to approve any of the Global Materials, we will use our reasonable endeavours to give you a minimum of two (2) Working Days to review and approve the same, although you acknowledge that this may not always be possible.

3.4 If you have been given the opportunity to approve and you delay in providing such

approval to us, then without limitation to our rights in relation thereto, you acknowledge that the Audio Campaign and/or Digital Campaign may not be delivered (in whole or in part) and/or may be delayed and we shall incur no liability whatsoever in relation thereto; and/or we may incur certain costs in relation thereto and you shall pay such costs to us upon demand without set off.

4. AUDIO ADVERTISING

4.1 Without limitation to the generality of the General T&Cs, you will ensure that all Broadcast Adverts created and delivered by you or on your behalf (by anyone other than us) comply with our guidelines which may be updated time to time, together with any other requirements as may be notified by us to you from time to time.

4.2 If any Campaign Materials (including Broadcast Adverts) require Radiocentre clearance (as determined by us), you will provide to us, in good time before the start date of the Audio Campaign and/or Digital Campaign:

4.2.1 the Radiocentre clearance number, which must be less than six (6) months old as at the date the Audio Campaign and/or Digital Campaign is due to start, even for repeat campaigns running the same script; and

4.2.2 details of any clearance conditions imposed by Radiocentre, including scheduling, scripting or production requirements.

4.3 You acknowledge and agree that that Radiocentre clearance does not guarantee that a Broadcast Advert is compliant with the law or Ofcom regulations, nor does it guarantee that the ASA will not uphold a complaint against it.

4.4 Where Campaign Materials (including Broadcast Adverts) do not require Radiocentre clearance, you will ensure that they comply with the BCAP Code and/or the CAP Code (as applicable) and our internal clearance procedures in good time before the start date of the Audio Campaign and/or Digital Campaign.

4.5 You acknowledge and agree that, without us incurring any liability in relation thereto, we will not deliver any Broadcast Adverts which:

4.5.1 do not have Radiocentre clearance or do not comply with the requirements of these Audio & Digital T&Cs (as applicable);

4.5.2 do not comply with any requirements or conditions explicitly imposed by Radiocentre as a pre-condition for clearance;

4.5.3 are the subject of an upheld complaint by the ASA; and/or

4.5.4 contain claims that, in our reasonable opinion, require substantiation and/or Radiocentre clearance and the same has not been provided to our reasonable satisfaction.

4.6 Where the Order specifies the level of audio impacts (which are measured on Rajar data for adults 15+ audience) likely to be achieved as a result of the Audio Campaign, we will ensure that such impacts are achieved to a variance of +5/-5%.

5. DIGITAL ADVERTISING

5.1 Without limitation to the generality of the General T&Cs, you will ensure that all Advertiser Materials comply with our guidelines, which may be updated from time to time, together with any other requirements as may be notified by us to you from time to time.

5.2 We require Advertiser Materials to be delivered to us five (5) Working Days before the Digital Campaign is due to go live.

5.3 Where the Order specifies digital impressions (which are measured on total views) likely to be achieved as a result of the Digital Campaign, we will ensure that such impressions are achieved to a variance of +5/-5%.

5.4 Where you use third party advertising tags to deliver a digital advert, there may be a discrepancy between our delivery statistics and those of the third party. We will use reasonable endeavours to deliver to within 10% of a third party's advertising server's statistics in accordance with IAB guidelines set out here <https://www.iabuk.com/standards-guidelines> (as may be updated from time to time), but will not bear any liability for any discrepancy.

6. INTELLECTUAL PROPERTY

You hereby grant to us (and/or will procure that any third-party owner of the IPR in the Advertiser Materials will grant to us) a non-exclusive, irrevocable, royalty free licence to use the Advertiser Materials for all purposes relating to the performance of our obligations hereunder, including delivery of the Campaign.

streaming services, podcasts, websites, apps, outdoor advertising, gaming and audio articles whether such inventory is owned by us or sold by us on behalf of a third party partner;

Impression means delivery of a DAX Ad, for example, a view of a display or video advertisement or a listen to an audio advertisement by an end user;

2. AGREEMENT

2.1 The booking and delivery of all DAX Campaigns is subject to (i) our approval; and (ii) availability on DAX Inventory.

2.2 Where we are delivering an Audio Campaign and/or a Digital Campaign via DAX the Audio & Digital T&Cs shall apply in addition to the DAX T&Cs. If there is a conflict

Dax Terms & Conditions

1. GENERAL

1.1 In this part, all references to clause numbers shall be references to clauses in this part unless stated otherwise.

1.2 All terms defined in the General T&Cs shall have the same meaning in this part and, unless otherwise stated or unless the context otherwise requires:

CPM means cost per thousand Impressions;

DAX means Digital Ad Exchange;

DAX Ads means the Advertiser's advertisements to be delivered via DAX;

DAX Inventory means digital advertising space on radio streaming services, music

between the Audio & Digital T&Cs and the DAX T&Cs, the DAX T&Cs will prevail.

2.3 Where we are delivering an Outdoor Campaign via DAX the Outdoor T&Cs shall apply in addition to the DAX T&Cs. If there is a conflict between the Outdoor T&Cs and the DAX T&Cs, the DAX T&Cs will prevail.

3. SPECIFICATION FOR AND PLACEMENT OF DAX ADS

3.1 We require DAX Ads to be delivered to us three (3) Working Days before a DAX Direct Campaign is due to go live.

3.2 You shall ensure that the DAX Ads comply with the specifications set out (i) here for display and video ads;

(ii) here for audio ads; and (iii) here for outdoor ads.

3.3 If there is a technical or other problem with the DAX Ads for a DAX Direct Campaign, or if the DAX Ads are delivered late, we will notify you. Notwithstanding any delay caused by such technical problem or late delivery, we will endeavour to deliver the agreed number of Impressions within the scheduled period of the DAX Direct Campaign, where possible, or shall extend the period of the DAX Direct Campaign by agreement with you.

3.4 DAX Programmatic Campaigns are booked and delivered in real time.

4. REPORTING AND ATTRIBUTION

4.1 We may use Personal Data for reporting and attribution analysis of the DAX Campaign, as agreed between the Parties.

4.2 To enable us to provide analysis of the DAX Campaign, we shall provide a tracking tag (Tag) to Advertiser to place on Advertiser's website(s).

4.3 Without prejudice to clause 4.3 of these DAX T&Cs, you shall be responsible for (i) informing the end users of Advertiser's website that the Tag is being placed; (ii) ensuring that Advertiser has a valid lawful basis for placing the Tag and for collecting and processing personal data (including obtaining consent from end users where applicable); and (iii) removing all Tags at the date of expiry or termination of the Agreement.

4.4 We will:

4.4.1 process the data generated by the Tag;

4.4.2 anonymise the data;

4.4.3 report to you on the effectiveness of the DAX Campaign; and

4.4.4 provide you with recommendations to maximise the effectiveness of future DAX campaigns.

5. FEES AND PAYMENT

5.1 All DAX Campaigns are charged on a CPM basis.

5.2 DAX Direct Campaigns shall be invoiced in accordance with the General T&Cs.

5.3 In respect of DAX Programmatic Campaigns, we will bill monthly in arrears at the CPM rate at which the DAX Inventory was purchased.

5.4 We will rely on our own tracking to determine how many Impressions have been delivered and no Advertiser or Advertising Agency tracking or tags will be taken into account by us when determining the number of Impressions delivered.

5.5 Where the Order specifies the level of impressions likely to be achieved as a result of the DAX Campaign, we will ensure that such impacts are achieved to a variance of +5/-5%.

5.6 Where you use third party advertising tags to deliver a digital advert, there may be a discrepancy between our delivery statistics and those of the third party. We will use reasonable endeavours to deliver to within 10% of a third party's advertising server's statistics in accordance with IAB guidelines set out here <https://www.iabuk.com/standards-guidelines> (as may be updated from time to time), but will not bear any liability for any discrepancy.

6. PERSONAL DATA

6.1 As between the Parties, Global owns all right, title and interest to the Personal Data processed in relation to DAX Campaigns.

6.2 You may not, and may not authorise any third party to, sell, resell, lease, assign, rent, sublicense, distribute, transfer, disclose or otherwise exchange Personal Data processed by you in relation to a DAX Campaign.

6.3 You warrant, undertake and represent that you will:

6.3.1 comply with the Data Protection Legislation and any data processing agreement or addendum agreed between the Parties, including in relation to your collection and processing of data, tracking of web users, online behavioural advertising and cross-device tracking; and

6.3.2 publish and comply with a legally compliant privacy policy.

Outdoor Terms and Conditions

1. GENERAL

1.1 In this part, all references to clause numbers shall be references to clauses in part unless stated otherwise.

1.2 All terms defined in the General T&Cs shall have the same meaning in this part 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;

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

Copy Deadline means 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, four (4) weeks prior to the Start Date;

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 Posting Period for the relevant 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;

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 we are required to display pursuant to the Order;

Printing means the service of printing Advertisement Copy;

Production Fees means the Fees set out in the Order which relate to the provision of Production Services;

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 and the production of Advertisement Copy

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

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

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 95% of the Advertisement Copy set out in the Order 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 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.

2.3 Any list of Sites provided to you with an Order is indicative only and is subject to change. 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 has been paid which 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 for such time as is necessary to equate to the shortfall in display of the Advertisement Copy.

2.4 You agree that we may re-format or make such minor alterations to Advertisement Copy as may, in our reasonable opinion, be necessary 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.

2.5 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).

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 the Order shall include Production Services in respect of that Campaign or such Production Services shall be included in a separate Order.

3.2 All Artwork and Advertisement Copy shall (subject to any other terms specified in the Order) be provided to us by the Copy Deadline in a form that is compliant. All Advertisement Copy shall be delivered in the specified electronic format by the specified delivery method.

3.3 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 or Artwork 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, by the relevant deadline (whether in part or in whole), then the Advertisement Copy or Artwork (as appropriate) will be deemed not to have been delivered to us 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 Copy Guidelines and the Production Specifications, and not that the Advertisement Copy or Artwork complies with the Advertising Standards or the warranties set out in the General T&Cs

3.5 If you fail to deliver Advertisement Copy or Artwork, we are not obliged to display the non-compliant or undelivered Advertisement Copy or Artwork but you shall, nonetheless, be liable to pay the Fee in full. If you subsequently deliver the Advertisement Copy or Artwork to us, 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 it within the relevant Posting Period(s) or for the full Display Period and shall not be obliged to provide any posting reports.

3.6 Delivery to us of Artwork or Advertisement Copy shall be deemed not to have been made until the relevant posting instructions (if any) for that Artwork or Advertisement Copy, together with the Outdoor Campaign reference number, where applicable, have been given to us.

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

3.8 You warrant and undertake that (including where we are responsible for Design and Printing of Advertisement Copy) all Advertisement Copy will comply with the Advertising Standards and any restrictions imposed by the Landlord relating to the relevant Sites made known to you by us prior to the delivery of the relevant Artwork or 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.

4. PRODUCTION SERVICES

4.1 As long as the Artwork is supplied to us in accordance with these Outdoor T&Cs, we will: (a) procure Printing; and (b) if specified in the Order, undertake the Design of these Outdoor T&Cs. We warrant that we will procure Printing and, if applicable, undertake the Design using reasonable skill and care.

4.2 You hereby grant us a non-exclusive licence of all 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. 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, we will provide you with an electronic copy of the draft Advertisement Copy ("Draft Copy").

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. 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.

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. All further Design work undertaken by us shall be charged at our standard rate of £150 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 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 4.4 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. We will be under no obligation to display any Draft Copy which you have not approved in writing in accordance with this clause 4.

5. LIABILITY FOR DISPLAY OF ADVERTISEMENT COPY

5.1 We will not be liable for any incorrectly displayed Advertisement Copy or non-illumination of a display or faulty moving displays if the defect is remedied within fourteen (14) days after receipt of notification.

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 to be payable as set out in this Agreement given our administrative costs, cost of sales and design, the difficulty of filling relevant Sites with alternative advertising in short timescales, and the impracticality of calculating how much revenue is earned from any alternative advertising that may be displayed at the relevant Sites.

5.3 We will have no obligation to, and consequently no liability in respect of a failure to, display Advertisement Copy to these Outdoor T&Cs or the General 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 Advertisement Copy as required by this Agreement for any reason other than your act or omission or a Force Majeure Event, will be limited, to (i) refunding the Fee in circumstances where we fail to display any Advertisement Copy at all during the Display Period; (ii) making a pro-rata refund of, or reduction in, the Fee (less 5% and excluding Costs) in circumstances where we fail to display some of the Advertisement Copy during the Display Period; or, at our option (acting reasonably) (iii) providing an Overshow of Advertisement Copy for such time as is necessary to equate to the shortfall of the Outdoor Campaign or, if agreed with you, the display of different Advertisement Copy (with new Artwork). The Overshow will be determined by us and may take place during or after the Display Period at substitute Sites and/or additional Sites.

6. FORCE MAJEURE

6.1 In accordance with the General T&Cs 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 a Force Majeure Event.

6.2 You will remain obliged to pay the Fees in respect of an Outdoor Campaign notwithstanding any Force Majeure Event. For the first three (3) consecutive days of any Force Majeure Event we will have no liability for failure to display the Advertisement Copy, regardless of how long the Force Majeure Event ultimately lasts. If the Force Majeure Event 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 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 Event. If the Force Majeure Event continues for more than ten (10) consecutive days, either Party may cancel the Order in respect of all Sites within an Outdoor Campaign that continue to be affected by the Force Majeure Event (e.g. either Party may terminate the Order only in respect of all Sites within the Outdoor Campaign that have been specifically affected by the Force Majeure Event without cancelling it for Sites that are not affected by the Force Majeure Event), provided that if one Party has served a notice to terminate for the Sites affected by the Force Majeure Event, the other Party may not subsequently cancel the whole Order for the relevant Outdoor Campaign.

6.3 You acknowledge that the display of Advertisement Copy on Sites may be subject to interruption or obstruction, whether as a result of unplanned or emergency works of the Landlord or otherwise. If such interruption or obstruction continues for a period of more than five (5) days, we:

6.3.1 will no longer be obliged to display the affected Advertisement Copy; and

6.3.2 will, 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 for such time as is necessary to equate to the shortfall in display of the Advertisement Copy, excluding the period of five (5) days.

6.4 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. We will use reasonable endeavours to repair or replace vandalized Advertisement Copy where possible.

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 the General 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 under the General T&Cs may only relate to a whole, not part, of an Outdoor Campaign. References to the Fee under the General T&Cs mean the applicable portion of the Fee which relates to the Outdoor Campaign before any Rebates have been applied.

7.3 In the event of cancellation under the General T&Cs 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.

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 these Outdoor T&Cs.

8.2 Subject to the General T&Cs (inclusive), in the event of non-display, removal or discontinuance, or any suspension, variation or cancellation by us in accordance with 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 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.

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. Such data will be our Confidential Information for the purposes of the General T&Cs.

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. PERSONAL DATA

11.1 In relation to any Outdoor Campaigns that include Personal Data, you shall be the Data Controller and we shall be a Data Processor and General T&Cs shall apply.