

## TERMS AND CONDITIONS – ADVERTISERS

1. This Agreement is a legally enforceable business to business contract and may not be cancelled or terminated except as provided by these Terms and Conditions
2. The Advertiser agrees to provide to Blue Signage Limited, hereinafter referred to as the Company, within 7 days of signing this Agreement, any artwork they wish to be used in the advert. Any artwork supplied should be of a minimum quality of 500 x 500 pixels. If the Advertiser does not provide any artwork within the time limit stipulated, the Company reserves the right to produce the advertisement in the manner and form it considers suitable.
3. No Advertiser shall enjoy preferential position on the advertising programme and the Company makes no guarantee as to the frequency that the advertisement is played at the site.
4. The Advertiser accepts that the advertisement will only be played at the site during the normal business hours of the site.
5. The Advertiser shall indemnify the Company against all claims in respect of any alleged infringement or copyright, trademark or design in respect of any passing off or slander or title or any other claim brought against the Company arising or in consequence of the exhibition of the Advertiser's advertisements in pursuant of this Agreement.
6. The Company reserves the right for any reason whatsoever to withhold, withdraw or refuse any advertisement.
7. The Company reserves the right to change the shape, size, title and the locale of the advertisement.
8. Where this Agreement covers more than one site, the terms of this Agreement shall apply to each site individually and the agreement shall continue until notice has been correctly served and expired in respect of each site.
9. The date on which the advertisement begins broadcasting will be the first day of the initial advertising period and this period will run (subject to terms of this Agreement) for a minimum term of 6 months from that date. Upon expiry of the initial advertising period, the Agreement will become a monthly rolling contract at the monthly fee as set out overleaf.

10.

- a. This Agreement shall commence on the date this Agreement is signed and shall continue unless terminated in accordance with the terms of this Agreement until the end of the initial 6 month advertising period or any subsequent periods as appropriate. Termination of this Agreement shall not affect any accrued or liabilities to the parties nor the terms set out in Clause 5.
- b. If the Advertiser wishes to terminate this Agreement, they must serve Notice to the Company no less than 1 month prior to the expiry of the initial advertising period. Thereafter they must give at 1 month's written notice. Any notice must be served in accordance with Clause 19.

11. In the event that the Advertiser wishes to alter or change their advertisements, there is a further artwork charge payable as set out overleaf.

12. Where the business of the Advertiser is taken over by a new proprietor (or where the business ceases or the nature of the business changes), the Advertiser shall nevertheless remain fully liable under this Agreement unless the new proprietor notifies the Company in accordance with Clause 11 of its acceptance of the terms already agreed with the Company by the Advertiser and the Company agrees to such transfer. Should however the new proprietor default in performance of the Agreement, the Advertiser will remain liable for any loss sustained by the Company.

13. The Company reserves the right to transfer the advertisement to an alternative site.

14. The Advertiser is not permitted to transfer the advertisement to an alternative digital information system.

15. The first payment under this Agreement is payable upon signing of this Agreement and thereafter the monthly fee is payable on the same day of each month.

i.e.

If the agreement is signed on the 15<sup>th</sup> April, the instalment is payable on the 15<sup>th</sup> April and thereafter on the 15<sup>th</sup> of each subsequent month.

16. If the Advertiser should fail to make any payment when due, interest is payable at the rate of 8% per annum above the base rate of Barclays Bank.

17. If payment is not made by the due date, then the Company has the right to withdraw the advertisement from the programme. The Advertiser shall however remain fully liable for the amount due under the Agreement.
18. The Company reserves the right to pass any account to Debt Collection Agencies of recovery. In those circumstances, debt collection charges will be payable under the Late Payment Legislation.
19. No Notice to the Company shall be binding, valid or effective unless in writing and sent by recorded delivery post to the company's address.
20. The Company shall not be liable for any failure in the performance of any of its obligations under the Agreement caused by factors outside its control.
21. This Agreement shall be governed by English Law and the Advertiser consents to the exclusive jurisdiction of the English Courts.
22. None of the demand for or the acceptance of payment under this Agreement of failure by the Company to enforce any of the terms or conditions of this Agreement at any this Agreement at any time or for any period will release or exonerate or in any way affect the liability of the Advertiser or be a waiver or those terms and conditions, the right of the Company at any time afterwards to enforce each and every term and condition of this Agreement or any penalty attached to their non-performance.
23. The validity or unenforceability of any provision of this Deed will not affect the validity or enforceability of any other provision any invalid or unenforceable provision will be severable.
24. This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in this Agreement.
25. No variation or amendment to this Agreement oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.