



## Terms & Conditions

Our terms and conditions are based on the Outdoor Media Centre's previous 'General Terms & Conditions of contract'. For full details please see below.

### 1. Proposals

Any venue lists provided with proposals are sample lists only. Planned venue list will be confirmed once availability is ascertained prior to booking confirmation. Final fitted venue list is provided 1 week after in charge date.

Booking confirmation is subject to copy approval by bar operator. Acceptance of creative is the prerogative of operator.

### 2. Acceptance and Display of Advertisements.

a) Subject to the above all monthly/four weekly campaigns shall be posted between 3 working days prior to the in-charge date and during the 3 working days afterwards or alternatively as specified by the contractors' posting calendars as issued. For display of one half month or less the posting period shall reduce to three working days from the in-charge date or alternatively as specified by the contractors' posting calendars as issued. In all cases the full display period (in days, weeks, fortnights, half months or months) as specified in the order shall be deemed to be the period of contract. **Removal of advertisement copy in monthly/four weekly campaigns shall take place during the 3 working days prior to and the 3 working days after the date fixed for the completion of the display. For shorter display periods removal shall take place during the three working days after the completion date.**

b) In the case of pre-selected campaigns of more than 50 panels Trendy Media reserves the right, without liability, to substitute sites for other sites of a similar quality in the same town provided that notice has been given by the contractor prior to the in-charge date. The advertiser/booking agent has the right to cancel individual sites if he does not approve of the proposed substitutes.

c) In the case of line by line orders if any site is unavailable such site may be substituted by prior agreement between both parties, or cancelled.

### 3. Cancellation

a) Subject to (b) below all orders and subsequent contracts may be cancelled by either party by 90 days written notice given at any time. In the event of notice being given after the start of the 90 day period before the in charge date the contract shall then be cancellable at corresponding intervals. In all cases where the notice is given by the principal after the start of the 90 days before the in charge date the principal shall pay the rate applicable to the period of display. Provided always that in the event of a principal giving notice to cancel a display out of time the contractor will accept such a notice on payment of the following percentages of the total gross contract price, namely:

15 % if less than 90 days but 75 or more days notice is given  
30% if less than 75 days but 60 or more days notice is given  
40% if less than 60 days but 45 or more days notice is given  
70% if less than 45 days but 30 or more days notice is given  
90% if less than 30 days notice is given

b) Till countermanded orders may be cancelled by either party by 90 days written notice given at any time after the end of the initial 9 months period referred to in Clause 3 above.

#### **4. Accounts**

a) Provided that invoices have been raised, payment is due on the 6<sup>th</sup> working day of the second month following the end of each month during which the display period falls, except for periods of display of three weeks or less which start in one month and finish in the next month, when payment is due on the 6<sup>th</sup> working day of the second month following the end of the month in which the majority of the display falls.

b) In respect of any amount not received by the contractor by the due date, the contractor shall have the right to levy a surcharge of 2% of the outstanding amount, such surcharges being levied monthly until the outstanding amount is paid, with the principal ultimately liable for payment.

#### **5. Warranties, Liability and Indemnity**

a) The contractor accepts full responsibility for compliance with statutory and other legal requirements so far as concerns the use and maintenance of any site for the display of advertisement copy to which a contract relates.

b) The principal warrants and undertakes that:

i) all his advertisement copy will comply with all statutory and other legal requirements and provisions of the British Code of Advertising Practice.

ii) he will be responsible for obtaining and paying for all necessary licenses and consents for the posting of any advertising or copyright material contained or the appearance of any person in his advertisement copy.

iii) no advertisement copy will breach the copyright or other rights of or be defamatory of any third party.

iv) he will keep the contractor indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use of any advertisement copy or matter supplied by or displayed for the advertiser.

c) The contractor shall have the right to see details of advertisement copy prior to commitment of display and of refusing to display or continuing to display any advertisement copy.

i) which does not comply in all respects with the principal's warranties and undertakings detailed above, or

ii) which differs in any material respect from the advertisement copy specified in the order at the time of booking or subsequently changed without the approval of the contractor. If the principal applies to the contractor for approval for change, such approval shall not be unreasonably withheld, and no claim on the part of the principal for damages for breach of contract shall arise and the sites reserved shall be paid for in full notwithstanding that the posters have not been displayed.

d) The due performance of any order is subject to suspension variation or cancellation by the contractor owing to Acts of God, strikes, lock-outs, inclement weather, legal restrictions or the accidental loss of any sites which were included in the order. In the event of suspension variation or cancellation for any of the foregoing reasons or for any other reason beyond the contractor's control the contractor shall be entitled to be paid by the principal the full rate for the sites in question up until the time at which any such suspension, variation or cancellation occurs together with any other monies due and owing by the principal to the contractor.

e) If the contractor shall be liable for the non-display or damaged or incorrect display of any advertisement copy, the contractor's liability shall not exceed the charge for display of that advertisement copy for the period of non-display or damaged or incorrect display.

f) The contractor shall not be liable for loss of or damage to any advertisement copy supplied to the contractor, except in the case of fire, lightning, explosion of boilers, storms and tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, when the contractor's liability shall not exceed the

original cost to the advertiser of the destroyed or damaged advertisement copy in the contractor's hands for display against a current order.

g) In the event of any electricity supply failure or restrictions which prevent the illumination of all or any sites included in an order the contractor shall be liable only to refund the extra rental if any charge is made for such illumination, this charge acknowledged to be a 30% premium over unlit sites. The contractor shall not be liable to give credit in respect of non-illumination of the display if the defect is remedied within 2 working days of notification.

In the event of any site becoming totally ineffective as a result of an electricity supply failure the contractor shall be liable to refund the pro rata rental charged for the display and shall not be liable to pay any damages, costs or expenses to the advertiser as a result thereof.

h) Any posters or other advertising materials in the contractor's possession which are surplus to requirements or which have been removed from display will be retained for not more than 10 days after the end of the display and may then be destroyed unless the advertiser has given notice in writing that they are to be held for collection.

#### **6. Credit Claims for Damaged, Incorrect or Non-Display**

a) The contractor shall not be liable to give credit in respect of any damage to any advertisement copy or the incorrect or non-display of any advertisement copy if the defect is remedied within 3 working days after receipt of notification and provided the contractor has sufficient replacement posters in stock to remedy the defects or has notified the principal or agent if one is appointed of any shortfall in supply.

b) When a contractor supplies a mutually agreed overshoot by way of additional sites then any agreed errors will be offset against that overshoot. Any agreed errors still outstanding will be eligible for pro rata crediting to the original campaign net of overshoot by way of additional sites.

c) If a contractor has 50 or less static panels or 25 or less multi-faced display units (normally 75 faces) booked for, or as part of, a campaign then any agreed credits will be paid on a one for one basis.

d) When a contractor has a greater number of panels booked than specified in c) above a random and geographically weighted sample inspection will be deemed acceptable as follows:

Static Panels	Percentage Sample
51 - 150	0%
150+	25%

Credit will be given on a pro rata basis to non-display, thus agreed credits on a 50% sample inspection will be on a two for one basis and on a 25% sample inspection will be on a four for one basis.

e) At the individual panel level credit will be given for each panel day's loss of display. A one week campaign will be credited as one seventh of the gross cost of each panel per day lost.

A two week or half a month campaign will be credited as one fourteenth for each day lost. A four week or calendar month campaign will be credited as one twenty eighth of each day lost.

#### **7. Jurisdiction**

These Terms and Conditions shall be governed by English Law and the parties submit to the exclusive jurisdiction of the Courts of England unless the contractor's registered office is in Scotland, in which case Scottish Law shall apply; or unless varied by an individual contractor's trading terms, agreed in writing with the principal.