**STANDARD TERMS OF BUSINESS FOR ADVERTISING**

We are Open Outdoor Media Ltd, a company registered in England and Wales under company number 09223617 whose registered office is at C/O Langtons The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ (**We, Our, Us**).

Your attention is particularly drawn to clause 9 which limits our liability.

* 1. In these Terms, the following definition shall have the meanings given:

**Advertiser** means any person, firm or company who requests the provision of the Services either directly, or indirectly and all references to **you, your** shall refer to the Advertiser;

**Advertising Airtime** means the amount of screen time for advertising at a particular location;

**Advertising Content** means the materials provided, in any format, for the purposes of being displayed by us on an advertising screen or banner in such manner as further described in the Order Confirmation;

**Advertising Details Form** means the written request for the Services provided by you to us in writing;

**Advertising Fees** means the fees payable by you for the display of the Advertising Content at the agreed location and duration as set out in the Order Confirmation;

**Contract** means the agreement between you and us made up of these Terms and the Order Confirmation;

**Default** has the meaning given in clause 4.3;

**Domination** means the booking of all of the Advertising Airtime at one location or one particular screen or banner for a minimum duration of 2 weeks;

**Display Period Start Date** means the date the Advertising Content is due to be displayed from as set out in the Order Confirmation;

**Intellectual Property Rights** means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Order** **Confirmation** means the written confirmation provided by us to you following receipt of an Advertising Details Form which confirms the nature of the Advertising Content together with the location, duration and Advertising Fees for the relevant advertising campaign;

**Services** means the display by us of the Advertising Content at the location and for the duration set out in the Order Confirmation in consideration for the payment by you of the Advertising Fees; and

**Terms** means the terms and conditions set out in this document.

* 1. In these Terms:
     1. a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision;
     2. any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
     3. a reference to writing or written includes email.

1. Basis of Contract
   1. By submitting the Advertising Details Form to us, you are requesting that we provide to you the Services described in the Advertising Details Form. We shall be under no obligation to provide any Services to you until we confirm acceptance of your request in writing in an Order Confirmation, at which point and on which date the Contract shall come into existence.
   2. Any drawings, plans, images, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in materials provided by us to you (in whatever form), are issued for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
   3. These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
   4. Any quotation given by us shall not constitute an offer and shall only be valid for the period states on the quotation from its date of issue.
2. Our Obligations
   1. We shall supply the Services to you in each case as described in the Order Confirmation in all material respects.
   2. Time shall not be of the essence for performance of the Services.
   3. We reserve the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. We shall have the right to approve any Advertising Content and the display of the Advertising Content will be subject to any prohibitions or requirements that are required by landlord of the relevant location. Nothing in this clause shall make us liable for the Advertising Content in any way.
   4. You agree and acknowledge that if another client books a Domination at the location where your Advertising Content is being displayed or is due to be displayed, we reserve the right, at our discretion, to substitute the location set out in the Order Confirmation with another suitable location.
   5. The Services will be provided using reasonable care and skill.
3. Your obligations
   1. You shall co-operate with us and shall provide to us, at our request, such information and materials relating to the Services and the advertising campaign to which the Advertising Content relate as is reasonably necessary to enable us to perform the Services and ensure that such information is complete and accurate in all material respects.
   2. You shall supply the Advertising Content in such format and by such deadline as we shall notify to you. You shall obtain and maintain all necessary licences, permissions and consents which may be required for use by us of the Advertising Content to perform the Services before the Display Period Start Date.
   3. If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission of yours or your failure to perform any relevant obligation (**Default**) then, without limiting or affecting any other right or remedy available to us:
      1. we shall have the right to suspend performance of the Services until you have remedied the Default, and to rely on the Default to relieve us from the performance of any of our obligations in each case to the extent the Default prevents or delays our performance of any of our obligations under the Contract;
      2. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations under the Contract; and
      3. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Default.
   4. **BOXPARK Liverpool** **Exclusivity** – If as part of your Order you require category exclusivity, you will be required to purchase both the internal and external banners and a minimum of 50% of the Advertising Airtime on the digital screen.
4. Payment Terms
   1. We shall invoice you for the Advertising Fees in the amount set out in the Order Confirmation.
   2. You shall pay each invoice submitted by us within 30 days of the date of the invoice (or in accordance with any credit terms confirmed in writing by us to you) in full and in cleared funds to a bank account nominated in writing by us.
   3. We reserve the right to increase the Advertising Fees on giving notice to you.
   4. All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time on the Services which shall be payable by you on receipt of a valid VAT invoice.
   5. If you fail to make any payment due to us under the Contract by the due date for payment, without limiting our other rights and remedies:
      1. you shall pay interest on the overdue sum, on a daily basis, from the due date until payment of the overdue sum, whether before or after judgment at the rate of 8% per annum above the Bank of England’s base rate from time to time, but at 8% a year for any period when that base rate is below 0%; and
      2. we may cancel or suspend the Services (including the display of the Advertising Content).
   6. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
5. Cancellation
   1. You may cancel an Order by giving us notice in writing prior to the relevant Display Period Start Date and if you do, the following proportion of the Advertising Fees (the “**Cancellation Fee**”) shall be payable by you:

* If more than 90 days’ notice is given, 0% of the Advertising Fees are due;
* If less than 90 days but 75 or more days’ notice is given, 15% of the Advertising Fees are due;
* If less than 75 days but 60 or more days’ notice is given, 30% of the Advertising Fees are due;
* If less than 60 days but 45 or more days’ notice is given, 40% of the Advertising Fees are due;
* If less than 45 days but more than 30 days’ notice is given, 70% of the Advertising Fees are due;
* If less than 30 days’ but more than 10 days’ notice is given, 90% of the Advertising Fees are due;
* If less than 10 days’ notice is given, 100% of the Advertising Fees are due.
  1. The Cancellation Fee shall be payable by you within 14 days from the date of our invoice for the same.

1. Intellectual Property
   1. You grant us a non-exclusive, royalty-free licence to use the Advertising Content you provide to us for the purposes of providing the Services to you.
   2. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in the Advertising Content) shall be owned by us.
2. Confidentiality
   1. Each of you and we undertake that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2.
   2. Each of you and we may disclose the other party’s confidential information:
      1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party’s obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party’s confidential information comply with this clause 8; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. Neither you nor we shall use the other party’s confidential information for any purpose other than to perform its obligations under the Contract.
3. Liability
   1. References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
   2. Advertising Content will be published exactly as it is received and we shall have no responsibility or liability in respect of any errors in, or defects with, such materials.
   3. You warrant and represent that the Advertising Content supplied by you to us shall:
      1. comply with all applicable laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by statutory, regulatory and industry bodies;
      2. not infringe the Intellectual Property Rights or any other rights of any third party;
      3. not be of an indecent or offensive nature;
      4. not be of a political and/or religious and/or racial nature;
      5. not include any obscene or pornographic material or be for the advertisement of sexual aids or drugs;
      6. not include content for the promotion of alcohol, tobacco or tobacco companies;
      7. not include content for the promotion of illegal products;
      8. not be defamatory, libellous, obscene or otherwise offensive; and
      9. not bring or be likely to bring, the brands of us or our clients or landlords, into disrepute.
   4. You shall indemnify us against all liabilities, costs, expenses, and damages suffered or incurred by us arising out of or in connection with any third-party claims or any action, adjudication or decision taken against us arising out of any breach by you of clause 9.3.
   5. Nothing in the clause 9 shall limit your payment obligations under the Contract.
   6. Nothing in the Contract limits any liability for:
      1. death or personal injury caused by negligence;
      2. fraud or fraudulent misrepresentation; or
      3. any other liability that cannot be limited by law.
   7. Subject to clause 9.6, we shall not have any liability to you, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of data or information, loss of or damage to goodwill, or for any indirect or consequential loss, arising under or in connection with the Contract, including any failure or delay in performing the Services.
   8. Subject to clause 9.6 and 9.7, our total liability to you under the Contract shall be limited to the Advertising Fees which you have paid to us in the 6 months prior to the date of the claim arising under the Contract.
   9. This clause 9 shall survive termination of the Contract.
4. Termination
   1. Without prejudice to our other rights and remedies, we may terminate or suspend the Services with immediate effect:
      1. if you are in breach of clause 9.3;
      2. our rights to operate the relevant advertising screen are suspended or terminated (however caused);
      3. if we are required to do so by the terms of any agreement we have entered into with regard to the relevant advertising screen;
      4. if we are required to do so to avoid breach or non-compliance with the law.
   2. Upon termination under clause 10.1, any Advertising Fees would be payable on a pro-rata basis.
   3. Without affecting any other right or remedy available to it, we or you may terminate the Contract with immediate effect by giving written notice to the other party if:
      1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
      2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
      3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
      4. the other party’s financial position deteriorates to such an extent that in the terminating party’s opinion the other party’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
   4. Without affecting any other right or remedy available to it, we may terminate the Contract or suspend the Services with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.
5. Consequences of Termination
   1. On termination or expiry of the Contract you shall immediately pay all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
   2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of us or you that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
   3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
6. Notices
   1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the email address specified in the Advertising Details Form in the case of the Advertiser and to email address set out in the Order Confirmationin the case of Open Outdoor Media.
   2. Any notice shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the proper address;
      2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
      3. if sent by email at the time of transmission provided no out of office or error message is received, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
   3. This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
7. General
   1. **Force majeure.** Neither of us shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of our obligations under the Contract if such delay or failure result from events, circumstances or causes beyond our reasonable control. This clause shall not excuse non-payment of any fees due under the Contract.
   2. **Assignment**. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.
   3. **Entire agreement**
      1. The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
      2. We each acknowledge that in entering into the Contract neither you nor us rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. We each agree that we shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
      3. Nothing in this clause shall limit or exclude any liability for fraud.
   4. **Variation.** Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by an authorised representative of each of us and you.
   5. **Waiver**. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
   6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 13.6 you and we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
   7. **Third party rights.**Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
   8. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
   9. **Jurisdiction.** You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.