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JCDECAUX GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE USE OF EXPERIENTIAL SITES

Unless otherwise agreed in writing by JCDecaux, any implementation or performance pursuant to this agreement or earlier email exchanges shall be on these terms and conditions. The Contractor has the right to terminate this Agreement without liability as stated hereunder. These terms and conditions may be amended and updated from time to time by providing reasonable advance notice.

1 DEFINITION

- a) The expression "The Contractor" shall mean JCDECAUX to whom an EAF/BAF for the booking and use of an Exhibition Site or Sites is given and shall include its successors in title and assigns.
- b) The expression "The Exhibitor" shall mean the person, firm or company by whom an EAF which incorporates these General Terms and Conditions is given and shall include the Exhibitor's successors in title.
- c) The expression "Display Material" shall include all structures, displays and materials howsoever comprising in whole or in part of the exhibition made or intended by the Exhibitor to be made upon any site or location in accordance with any other given to and accepted by the Contractor in accordance herewith.
- d) The expression "Venue Owner" means the entity identified in the EAF.
- e) "EAF" means the Exhibition Activity Form highlighting the details of the individual campaign.
- f) 'BAF' means the Booking Activity Form highlighting the details of the individual booking.
- g) JCDECAUX is an internal division of JCDECAUX UK LIMITED.

2 ACCEPTANCE OF TERMS & CONDITIONS

- a) These Terms and Conditions shall be deemed to be incorporated in all contracts arising from EAFs/BAFs for the hire and use of Exhibitions Sites or Spaces situate upon any properties of the Venue Owner.
- b) An exhibitor who is an advertising or exhibition agency recognised as such by the Contractor shall be deemed to contract as principal in all respects and as such will be responsible for the payment of accounts and will be deemed to have full authority in all matters connected with the placing of EAFs and the approval or amendment of Display Material..
- c) No Terms and Conditions other than these Terms and Conditions shall be binding on the Contractor unless in writing but nothing in these Terms and Conditions shall preclude the Contractor from varying any such Terms and Conditions from time to time.

- d) An Exhibition Site booked by the Exhibitor shall be used only for the exhibition purposes specified by the Exhibitor and described generally upon the face of the EAF relating to such booking.

3 CONDITIONS FOR ACCEPTANCE OF EAFs/BAFs

All EAFs/BAFs will be accepted only subject to the following conditions:

- a) That the Exhibitor shall at all times during the currency of any exhibition the subject of an EAF/BAF maintain Third Party Risk & Liability Insurance cover with an Insurance company of good repute and standing in the sum of not less than £10,000,000 (Ten million pounds) and shall produce to the Contractor or to the Venue Owner upon demand copies of the relevant policy or policies and of the receipts due the latest premium payments in respect thereof.
- b) All EAFs/BAFs are subject always to strict compliance at all times by the Exhibitor with the technical requirements and specifications for Exhibitions both general and particular set out in the Information Form for the particular Exhibition Site the subject of the particular contract which will be supplied by the Contractor to the Exhibitor at the time of acceptance of an EAF and which shall be deemed to be and to form part of the Contract so arising. Any directions given by a competent person on the day or days of the events at the Venue Site shall be promptly adhered to. The Venue Site owner reserves the right to cancel the event or terminate the event if any reasonable instructions are not promptly undertaken.
- c) All EAFs/BAFs shall specify in respect of each particular booking:
 - i) The maximum weight loadings, electrical supply requirements, access times and routes required by the Exhibitor and which shall in all material respects comply with the requirements and limitations of the Information Form.
 - ii) The general nature of the Exhibition.
- d) All or any damage occasioned to the property of the Venue Owner by an Exhibitor, his workmen, servants or agents shall be made good by the Exhibitor forthwith at his sole cost and charge and to the entire satisfaction of the Venue Owner.
- e) All Display Materials proposed to be used by the Exhibitor shall conform to the Contractor's safety and operational requirements and in the event that the Contractor shall so require the Exhibitor will submit to the Contractor for the Venue Owner's approval specification of all structures to be erected or employed prior to such erection or employment and shall not erect, employ or cause to be erected or employed any structure or thing which the Contractor shall (at its sole discretion) determine does not conform with any or such safety or operational requirements.
- f) That the Contractor reserves the right to quote examples from station exhibition activity in its promotional material, including visual references and qualitative data.
- g) All music or public address systems or lighting systems proposed to be used by the Exhibitor shall be of a manner such as to be of a nature and at a level acceptable to the Venue Owner and Contractor. The Exhibitor will be responsible for all payments due to third parties as a result of playing, broadcasting or displaying pre-recorded or live material.
- h) All activities carried out by the Exhibitor its workmen servants or agents shall not at any time interfere in any way with the activities of the Venue Owner's operations or impede the Venue Owner or its staff in the execution of their duties or impede the passage of the Venue Owner's customers.
- i) That the Exhibitor shall at all times be and remain responsible for maintaining the Exhibition area in a clean and tidy condition and shall remove forthwith all litter generated by the Exhibition both within the Exhibition area and within all of that surrounding area with 10 meters thereof expeditiously and in a proper manner and at the termination of the Exhibition clean the site entirely and restore it to the condition in which it was first found by the Exhibitor upon entry. The Exhibitor authorizes the Contractor to perform these obligations on their behalf and at its expense if it fails to perform these obligations by the time specified by the Contractor.

- j) All Display and Promotional Material employed by the Exhibitor shall be maintained to high standard in keeping with the location of the Exhibition Site.
- k) The Exhibitor shall make full provision for the security of all Display and Promotional Material at all times.
- l) All employees workmen and servants and sub-contractors employed by the Exhibitor in connection with the Exhibition shall while upon the premises of the Venue Owner at all times observe the Contractor's safety requirements or the Venue Owner's safety requirements..
- m) Should the Venue Owner at any time require at its absolute discretion the cessation of an Exhibition and/or the removal of all or any Display or other Material from an Exhibition Site than and in such event the Contractor nor the Venue Owner will be responsible for any compensation due to that removal.
- n) The Exhibitor will indemnify and keep the Contractor fully and effectively indemnified in respect of any claim, loss or damage which the Contractor may be required to give to the Venue Owner in respect of the Display or the Exhibition Site as a whole.
- o) SPECIAL CONDITION**
No activity shall make any reference direct or indirect to any Political Party or political figure. No images shall be used which have a direct or indirect reference or similarity to any political party or political figure and no reference, direct or indirect, may be made to any political branding or make any reference, direct or indirect, to any political agenda.
- P) The Exhibitor shall not sub-contract part or all of its obligations under this Agreement unless it has obtained the prior written consent of the Contractor who may make any reasonable stipulation regarding the identity of or obligations on the sub-contractor (including a prohibition on any further sub-contracting)

4 CANCELLATION OF CONTRACT

- a) A contract may be cancelled by the Contractor by reasonable notice to the Exhibitor at any time in the event that:
 - i) The Venue Owner may at its absolute discretion require the cessation of any Exhibition due to any internal contributing factors.
 - or
 - ii) The Venue Owner may at its absolute discretion require the removal of all Display Material from an Exhibition Site and may be cancelled forthwith if the Exhibitor is in breach of any of its obligations under any relating contract.
- b) In the event that a Contract shall be determined in accordance with the provisions herein above, then such cancellation shall be entirely without financial cost or penalty to the Contractor or to the Venue Owner and no claim in breach of contract or in damages by the Exhibitor shall arise therefrom.
- c) All EAFs/BAFs and subsequent contracts will be subject to the terms & conditions of the contractors commercial partners. An overview of the key partners terms are outlined below, but please discuss individual terms with your JCDecaux representative should these not be visible below. Booking fees shall be paid in accordance to any commercial commitments made by the contractor, and these are the sole responsibility of the exhibitor or its respective agent to recompense.

Contractors Venue	Cancellation Terms
Edinburgh Council	100% Charged within 2-weeks of activity start date. 50% charged over this 2-week period.
Train Operating Companies	100% Charged within 2-weeks of activity start date. 50% charged over this 2-week period.
Transport For London	100% Charged within 2-weeks of activity start date. 50% charged over this 2-week period.
Network Rail	100% Charged upon booking regardless

Camden Council	100% Charged within 2-weeks of activity start date. 50% charged over this 2-week period.
Old Spitalfields Market	100% Charged upon booking regardless
London Southbank	100% Charged within 5-months of booking
Westfield PLC	100% Charged within 2-weeks of activity start date. 50% charged over this 2-week period.
LandSec Malls	100% Charged upon booking regardless
Hammerson Malls	100% Charged within 2-weeks of activity start date. 50% charged over this 2-week period.
Intu Malls	100% Charged within 2-weeks of activity start date. 50% charged over this 2-week period.

- d) If an Exhibitor wishes to amend the dates of all or any part of their contracted exhibition booking, the Contractor may at its discretion make a charge for such amendment up to 100% of the total gross contract price dependent upon prior period of notice given by the Exhibitor. This is subject to any third-party agreements with our respective partners.

5 TERMS OF SETTLEMENT

- a) Invoices shall be sent to the principal advertiser where no agent has been appointed by the principal. Where an agent has been appointed by the principal, invoices shall be sent to the agent. The invoice shall state the name of the agent followed by the words 'acting as agent for' and shall then give the name of the principal. The principal shall then be sent a monthly statement of account from the contractor.
- b) The Exhibitor will make full payment (including any Value Added Tax due and payable in respect thereof) to the Contractor in respect of all invoices and charges rendered to it by the Contractor in respect of an EAF at least thirty (30) days prior to the date of commencement of the respective Exhibition.
- c) No access to an Exhibition Site will be permitted to an Exhibitor unless the Exhibitor shall first have made full settlement of all invoices on or prior to the date of commencement of the Exhibition.
- d) Settlements for invoices rendered are to be made in accordance with Clause 5. a) above 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.
- e) In the event of failure to comply with any of the provisions of this clause the contractor shall be entitled without prejudice to its remedies for breach of contract to refuse to allow the exhibitions material provided that due notice has been given to the principal.
- f) In the event of any part of an account rendered by a contractor being disputed by the principal payment in respect of that part only may be withheld pending settlement of the dispute. The remainder of the account shall be paid in accordance with Clauses 5 d) & e) above. Failure to make part payment in such cases will at the contractor's discretion cause the implementation of Clause 5 d).

6 SITE AND VENUE OWNER

- a) No contract between the Contractor and Exhibitor shall constitute or give rise to a lease of any site or give the Exhibitor any property rights over the site.
- b) The Exhibitor shall indemnify the Contractor and Venue Owner against all costs, claims, expenses, demands and proceedings incurred by or levied against the Contractor by any person (including the Venue Owner) arising out of or in connection with any breach by the Exhibitor of its obligations under this Contract.

7 GENERAL

- A) Any act or omission that in the reasonable opinion of the Contractor constitutes a failure by the Exhibitor to provide the services in accordance with this Agreement and/or to the standard required by the Contractor will be treated by the Company as a material breach of

the provisions of this Agreement and without prejudice to the Company's other rights and remedies the Contractor shall have the right to terminate this Agreement forthwith.

- B) Each of the Parties undertakes to the other to keep confidential all information (written or oral) concerning the business affairs or methods of conducting business of the other that it shall have obtained or received as a result of the discussions leading up to or entering into this Agreement or as a consequence thereof and not to disclose the same to any third party (other than the parties' employees or sub-contractors on a need to know basis for the proper performance of the parties' obligations hereunder) save that which is trivial, obvious, or already in its lawful possession or is or comes into the public domain or is independently generated or disclosed by a third party with a legal right to know (other than as a result of a breach of this Clause). Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Clause including without limitation ensuring that such employees or sub-contractors as receive such information aforesaid are aware of and comply with these obligations as to confidentiality. Each of the parties undertakes to use all reasonable endeavors to ensure that it will disclose to the other only such information as is essential to the performance of the others obligations hereunder. The obligations of both parties under this Clause shall continue for the duration of the Agreement and five years thereafter
- C) The Exhibitor warrants that it will comply with the current Health and Safety legislation and Environmental legislation (as the same may be amended from time to time) and will fully cooperate with the Contractor on any health, safety and environmental initiatives the Company may introduce from time to time.
- D) The parties acknowledge that each organization only has control over its own web site and other promotional material which will conform to the terms of this Agreement. Neither party has control of the social media as used and exploited by any third party (so long as such third party is not connected – whether by legal connection or employee connection – to either party) and accepts that inaccurate comments or comments of an adverse nature may be made by such third parties. It is axiomatic that no liability attaches to either party to these terms and conditions as a result of any such comments.
- E) The Exhibitor shall comply with Staff Code of Conduct as the same may be amended from time to time.

8 NOTICES

Any notice to be given under these terms and conditions shall be in writing unless the parties mutually agree otherwise and shall be deemed to be effectively served if sent by first class post to the principal and to the agent where an agent has been appointed by the principal at their respective addresses and to the contractor at the address stated on the acceptance of the EAF or in the case of a Company at its registered office but the modes of service herein provided shall not be obligatory.

9 JURISDICTION

The Terms and Conditions shall be governed by English Law and the parties submit to the exclusive jurisdiction of the law Courts of England.