

**JCDecaux UK Limited –Terms & Conditions
TO BE READ IN CONJUNCTION WITH THE BOOKING CONFIRMATION**

1. DEFINITIONS

- a) “Advertisement Copy” means posters and any other advertising media intended for display by the Contractor.
- b) “Booking Confirmation” means the documents headed “Booking Confirmation” and “Advertising Contract” which shall be sent to the Client by the Contractor at the address referred to in Clause 11 detailed below.
- c) “Contractor” means JCDecaux UK Limited, whose registered office is 991 Great West Road, Brentford, TW8 9DN, and its successors in title.
- d) “Order” means an order submitted by the Client to the Contractor for the display of Advertisement Copy (which is subject always to the Terms and Conditions).
- e) “Parties” means the Contractor and Client.

2. APPLICATION OF THESE TERMS AND CONDITIONS

- a) The Client shall be ultimately responsible for the payment of Fees and shall be deemed to have full authority in all matters connected with the placing of the Order and the approval or amendment of Advertising Copy.
- b) These terms and conditions together with the additional terms set out in the Booking Confirmation will form the entire contract between the parties.
- c) Unless specified otherwise in the Booking Confirmation the Client agrees that any and all production for the posters shall be undertaken by the Contractor.

3. DISPLAY OBLIGATIONS

- a) The Contractor will unless otherwise agreed in writing, display Advertisement Copy at the locations referred to in the Booking Confirmation.

4. SUPPLY OF MATERIAL

- a) It is a fundamental condition of this Agreement that the Client must send the design for the Advertisement Copy to the Contractor on the date stipulated in the Booking Confirmation in order for the Contractor to obtain the posters or display the electronic form in a timely manner during the contracted period of display.
- b) The Contractor shall destroy any spare posters at the end of the contracted period unless otherwise agreed in writing between the parties.

5. INVOICING AND CHARGES

- a) Unless specified otherwise in the Booking Confirmation or where pre-payment is required in full the Contractor shall invoice the Client who undertakes to pay all invoices no later than 30 days following the date of the same.

6. 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 Sites.
- b) The Client warrants and undertakes that it owns or has the intellectual property rights to publicly display the design or format used in the posters or digital display
- c) The Client will indemnify and keep the Contractor (in respect of itself and its employees, director, subcontractor and agents) indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from any breach of the above warranty.
- d) In the event the ASA or any other competent body requests the removal of any display the parties agree that the Contractor shall be entitled to immediately so remove without the Contractor incurring any liability to the Client for any loss or damage thereby caused.

7. TERMINATION

- a) The Agreement may be terminated by the Client by written notice to the Contractor subject to the following cancellation payments of the Agreement value per the Booking Confirmation prior to the contracted period:

Up to 90 days – Nil
 Less than 90 but more than 75 days – 15%
 Less than 75 but more than 60 days – 30%
 Less than 60 but more than 45 days – 40%
 Less than 45 but more than 30 days – 70%
 Less than 30 but more than 10 days – 90%
 Less than 10 days - 100%

- b) The Contractor may terminate the Agreement forthwith by notice in writing to the Client if:
 - i. the Client shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or enter into any arrangement with his creditors or being a company shall become insolvent or if any petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of compositions, compromise or arrangement involving the company and its creditors; or
 - ii. the Client ceases or in the Contractor's reasonable opinion threatens to cease to carry on business;
 - iii. if any monies to be paid by the Client to the Contractor shall be in arrears for 21 days; or

8. NOTICES

- a) All notices under this Agreement will be in writing.
- b) Notices shall be deemed to have been duly given:
 - i. when sent by e-mail unless a failure to deliver message is generated or when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - ii. on the second business day following mailing, if mailed by airmail, postage pre-paid, in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party in writing.

9. REMOVAL FOR PURPOSES OF LANDLORD'S UNDERTAKING

If the landlord/owner at any time in its absolute discretion requires the display of Advertisement Copy at his property to be interrupted or discontinued then the Contractor may interrupt or discontinue such display of Advertisement Copy without prior notice to the Client and upon any such action of the landlord/owner the Contractor may terminate the Agreement whether wholly or in part notwithstanding anything therein contained. In the event of such termination, the Contractor shall repay to the Client a proportionate part of the payment for any unused period. This is an exceptional remedy and the Contractor shall only use this if it has received written instructions from the landlord/owner and it shall make a copy or redacted copy of such instruction available to the Client.

9A DOMINATION

THIS IS AN IMPORTANT CONDITION OF THE CONTRACT – PLEASE READ CAREFULLY

It is standard practice in the advertising industry for so called “dominations” to be sold – these are areas where only one advertiser (the dominant advertiser) is displayed and such advertisers have paid a premium for such use and this is undertaken with the consent of the competent authorities responsible for the management of the rail station. Accordingly, the Contractor reserves the absolute right to re-allocate any other advertiser booked in the area which is subject to a domination. The Contractor will give not less than two months written notice to any affected advertiser prior to the first scheduled in charge date for such affected advertiser. The Contractor will provide alternative advertising sites to any affected advertiser. The Contractor is not liable for any loss or damage (reputational or otherwise) which may arise or which the affected advertiser claims it has or may suffer and in no circumstances will any refunds be provided.

10. ENTIRE AGREEMENT

The Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the Parties relating to that subject matter. Accordingly, all prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise and all representations, statements, negotiations, understandings, and all undertakings either written or oral are superseded by the Agreement (save only in respect of legal liabilities which have accrued in respect of any such prior agreements which are so superseded) and the parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in these documents.

11. CONFIDENTIALITY

- a) Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
 - i. is marked as confidential or proprietary;
 - ii. the receiving party is advised is of a confidential nature; or
 - iii. due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.
- b) The Contractor's Confidential Information will include the Fees payable under the Agreement.

12. JURISDICTION AND GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.