

## **1. DEFINITIONS**

ADVERTISER' means the purchaser of the Campaign.

'AD COPY' means digital format advertising material provided by the Advertiser in accordance with the Specification and intended for display by Eighteen-24 in relation to a Campaign, and all other materials required for the purpose of running the Campaign.

'CAMPAIGN' means an advertising campaign, or series of campaigns booked on the same date, consisting of the display of advertisements at Sites.

'CAMPAIGN BOOKING FORM' means the document provided by Eighteen-24 containing the details of the Campaign that the Advertiser is purchasing from Eighteen-24.

'CONDITIONS' means these terms and conditions and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Eighteen-24 and the Advertiser.

'CONTRACT' means a contract for the provision of the Campaign as detailed in the Campaign Booking Form provided that at all times it incorporates these Conditions.

'DIGITAL ADVERTISING SYSTEM' means the infrastructure, network, hardware and software provided by Eighteen-24 for the display of Ad Copy at the Sites.

'LANDLORD' means the person, firm, or company with whom Eighteen-24 has a concession to display advertising on their property.

'RATE CARD' means Eighteen-24's current standard list of charges (as amended from time to time) applicable to the provision of Campaigns.

'EIGHTEEN-24' means Eighteen-24 Limited (company number 051447) whose registered office is 8 Bedford Square, London, WC1B 3RA.

'SPECIFICATION' means Eighteen-24's standard production specification for Ad Copy (as amended from time to time).

'SITE' means the locations at which Eighteen-24 may display Ad Copy.

## **2. SUPPLY**

- 2.1. Eighteen-24 shall be deemed to have entered into the Contract with the Advertiser to provide the Campaign only if the Advertiser has either signed the relevant Campaign Booking Form or approved such Campaign Booking Form by email.
- 2.2. For the avoidance of doubt, these Conditions shall apply to and be incorporated into the

Contract to the exclusion of any other terms and conditions. In the event that these Conditions conflict with the Advertiser's standard terms and conditions of business these Conditions shall prevail and the Advertiser's terms and conditions will be null and void.

- 2.3. Eighteen-24 and the Advertiser must agree any changes or additions to the Campaign or these Conditions in writing.

### **3. AD COPY PROVISION**

- 3.1. The Advertiser shall at its own expense supply and deliver to Eighteen-24 the Ad Copy within the timeframe specified in the Campaign Booking Form to enable Eighteen-24 to display the Campaign in accordance with the Contract.
- 3.2. Should the Advertiser fail to deliver Ad Copy in accordance with this clause 3 Eighteen-24 is not obliged to display such Ad Copy but the Advertiser shall, nonetheless, be liable to make full payment for the Campaign. Eighteen-24 will use reasonable endeavours to display such Ad Copy but without any commitment to meet the display period advised in the Campaign Booking Form.
- 3.3. A part delivery of the Ad Copy or a delivery not meeting the Specification or the provisions of this Clause 3 or in an incorrect electronic format shall be deemed to be no delivery for the purposes of this clause.
- 3.4. Eighteen-24 reserves the right to re-format Ad Copy to ensure compliance with the Specification.
- 3.5. The Advertiser shall ensure the accuracy, completeness and truth of all Ad Copy and accepts full responsibility for the contents of the Ad Copy and warrants that:
- 3.5.1. all such contents shall be legal, decent, honest and truthful and shall comply with the current British Code of Advertising, Sales Promotion and Direct Marketing (the CAP Code) and any other applicable codes for the time being under the general supervision of the Advertising Standards Authority or other industry specific rules, codes, regulations or other legislation relating to advertisements;
- 3.5.2. all such contents and the goods or services advertised conform to the Consumer Protection from Unfair Trading Regulations 2008 and/or the Unfair Commercial Practices Directive 2005 and/or the Business Protection from Misleading Marketing Regulations 2008 (as each of the same are amended from time to time), together with any subordinated legislation for the time being in force made under each of the same;
- 3.5.3. all such contents comply with any applicable safety or other statutory requirements;
- 3.5.4. all such content does not infringe any third party rights including but not limited to defamation of any persons and infringement of any copyright, trademark, or any other form of intellectual property; and
- 3.5.5. where the Ad Copy of the Campaign contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the authority of such living person to make use of such name, representation and/or copy has been obtained.
- 3.5.6. no Ad Copy will contain any worm, virus, Trojan horse or other harmful content and will not enable unauthorised access to Eighteen-24's Digital Advertising System.
- 3.5.7. the Advertiser maintains adequate virus protection and security measures to protect its IT system and all Ad Copy.

### **4. CAMPAIGN DISPLAY**

- 4.1. Eighteen-24 will (subject to clause 2 above) unless otherwise agreed in writing display the Campaign for the period specified in the Campaign Booking Form.

- 4.2. Eighteen-24 shall (subject to clause 3 above) use reasonable endeavours to commence display of the Ad Copy within 48 hours of the start of the display period specified in the Campaign Booking Form.
- 4.3. When the Advertiser is entitled under the Campaign Booking Form to a change of Ad Copy on display at a given Site during a Campaign and stipulates a date upon which such a change should be commenced Eighteen-24 shall use reasonable endeavours to complete such change within 48 hours of the stipulated date provided Eighteen-24 has received the relevant Ad Copy in accordance with clause 3 below.
- 4.4. In the case of general and/or pre-selected distribution Campaigns Eighteen-24 reserves the right to display Ad Copy at Sites using its discretion and to substitute planned Sites for other Sites of a similar quality where Eighteen-24 considers this is necessary for operational reasons.
- 4.5. Eighteen-24 does not guarantee the full display of Ad Copy but will use reasonable endeavours to ensure that the full format is displayed.
- 4.6. Eighteen-24 shall have the right to refuse to display or to continue to display any Ad Copy which does not or which in Eighteen-24's opinion may not comply in all respects with the Advertisers' warranties and undertakings detailed in this Contract. In such event Eighteen-24 shall not be liable to the Advertiser for any damage loss or expense whatsoever and in addition to any remedy and/or damages and/or loss that may be claimed by Eighteen-24 against the Advertiser, the costs corresponding to display of such Ad Copy will be due in full notwithstanding that the Ad Copy has not been displayed.
- 4.7. Eighteen-24 will only provide photographs of displayed Ad Copy at Sites if expressly agreed in the Campaign Booking Form.

## **5. PAYMENTS**

- 5.1. Subject to any special terms agreed in writing, the Advertiser shall pay:-
  - 5.1.1. the total costs as detailed in the Campaign Booking Form; and
  - 5.1.2. any additional sums which are agreed between Eighteen-24 and the Advertiser in writing for the provision of the Campaign; and
  - 5.1.3. any additional sums which, in Eighteen-24's sole discretion, are required as a result of the Advertiser's instructions or lack of instructions, the inaccuracy of any Ad Copy, correction of Ad Copy that breaches clause 3 above or any other cause attributable to the Advertiser, including (but not limited to) all costs of Ad Copy production arising in respect of this clause.
- 5.2. Eighteen-24 shall be entitled to vary the Rate Card from time to time.
- 5.3. All charges quoted to the Advertiser for the provision of the Campaign are exclusive of any Value Added Tax, for which the Advertiser shall be additionally liable at the applicable rate from time to time.
- 5.4. The granting by Eighteen-24 of any discount or provision of services free of charge is conditional upon the Advertiser making all payments due in accordance with the Contract on their due date.
- 5.5. Eighteen-24 shall be entitled to invoice the Advertiser on the invoice date specified in the Campaign Booking Form or in the event of cancellation or termination of the Campaign on the day of such cancellation or termination.
- 5.6. All sums payable by the Advertiser under the Contract shall be paid by the Advertiser (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of Eighteen-24's invoice. Time for payment shall be of the essence of the Contract.
- 5.7. If payment is not made on the due date, Eighteen-24 shall be entitled, without limiting any other rights it may have, to:-

- 5.7.1. cancel any credit terms enjoyed by the Advertiser and all sums already invoiced shall be due and payable forthwith;
- 5.7.2. invoice immediately for all work in progress and all such invoices shall be due and payable forthwith;
- 5.7.3. charge an additional sum equivalent to any discount on Rate Card and any services provided free of charge by Eighteen-24 shall be invoiced by Eighteen-24 to the Advertiser, and all sums shall be due and payable forthwith;
- 5.7.4. charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Coutts Bank plc from the due date until the outstanding amount is paid in full;
- 5.7.5. terminate or suspend (at Eighteen-24's option) the Contract and/or the Campaign with the Advertiser without liability to the Advertiser.
- 5.8. Payments received by Eighteen-24 shall be allocated in satisfaction of the oldest invoices due for payment by the Advertiser.
- 5.9. Payments due under the Contract shall be paid in full without any deduction or withholding other than as required by law and the Advertiser shall not be entitled to assert any credit, set-off or counterclaim against Eighteen-24 in order to justify withholding payment of any such amount in whole or in part.

## **6. CANCELLATION**

- 6.1. The Advertiser may cancel the Contract at any time by sending written notice to Eighteen-24 by registered post to the address shown on these Conditions, or by email to sales@eighteen24.com.
- 6.2. If an Advertiser's notice to terminate is received by Eighteen-24 then a percentage of all sums which would have been due in accordance with the Contract had it been completed will be due and payable on the date such notice is received by Eighteen-24 and Eighteen-24 shall invoice the Advertiser accordingly. The relevant percentage to be paid shall depend upon when the notice is received by Eighteen-24 as follows:-
  - 6.2.1. 30 days or less prior to the commencement of the Campaign - 100% of all sums due will be paid to Eighteen-24;
  - 6.2.2. between 31 and 90 days prior to the commencement of the Campaign - 50% of all sums due will be paid to Eighteen-24;
  - 6.2.3. 91 days or more prior to the commencement of the Campaign - 0% will be retained by Eighteen-24.
- 6.3. For the avoidance of doubt, no cancellation is permitted after commencement of the Campaign, and no refund shall be due to the Advertiser whatsoever.

## **7. CLAIMS FOR INCORRECT OR NON-DISPLAY**

- 7.1. Subject to clauses 4.6 and 10 if any Ad Copy approved by Eighteen-24 is not displayed for a period of three consecutive days or more of a Campaign display period Eighteen-24 shall provide the Advertiser with a pro-rata "overshow" by way of display of Ad Copy at additional Sites or for additional periods.
- 7.2. Eighteen-24 shall not be liable to give credit corresponding to and in respect of any damage to any Ad Copy or incorrect or non-display of any Ad Copy if the defect is remedied within 5 days after receipt of notification.
- 7.3. Save as expressly set out in this clause 7 the Contractor shall not be liable for damages or compensation for any loss or expense incurred by the Advertiser or any other third party whatsoever.
- 7.4. All claims for credit or any other claim shall be submitted to Eighteen-24 in writing within 28

days following the end of the Campaign display period as specified in the Campaign Booking Form with sufficient information to enable Eighteen-24 to consider the claim. Eighteen-24 shall not be liable for any claim submitted after the due date.

- 7.5. In the event that Eighteen-24 displays the Ad Copy in excess of the amount specified in the Campaign Booking any agreed errors will be offset against that excess.

## **8. FORCE MAJEURE**

- 8.1. Neither party to the Contract will be liable to the other nor be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the party's reasonable control:
- 8.1.1. Act of God, explosion, flood, extreme weather conditions, tempest, fire or accident;
  - 8.1.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 8.1.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 8.1.4. import or export regulations or embargoes;
  - 8.1.5. strikes, lock-outs or other industrial actions or trade disputes
  - 8.1.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
  - 8.1.7. power failure or breakdown in machinery.

## **9. ADVERTISER'S AGENCY**

- 9.1. If the Contract is entered into by an agent on behalf of the Advertiser then:-
- 9.1.1. the term "Advertiser" shall include both the Advertiser and the agent and the agent shall be bound by the terms of the Contract in addition to the Advertiser.
  - 9.1.2. all payments due to Eighteen-24 in accordance with the Contract shall be due and payable by the agent provided that if any payments remain unpaid after their due date then upon written demand of Eighteen-24 the Advertiser will make payment in full (without deduction or set off) of all sums then due.
- 9.2. It is acknowledged and agreed that the agent is the agent of the Advertiser only and is not the agent of Eighteen-24 for any purpose whatsoever.
- 9.3. The Advertiser warrants that it will supervise the payment of Eighteen-24's invoices by its agent.

## **10. LANDLORD RIGHTS**

- 10.1. If the Landlord at any time in its absolute discretion requires the display of Ad Copy at his property to be interrupted or discontinued then Eighteen-24 may interrupt or discontinue such display of Ad Copy without prior notice to the Advertiser and upon any such action of the Landlord Eighteen-24 may terminate the Contract whether wholly or in part. Eighteen-24 shall not be liable to pay any damages losses or expenses to the Advertiser as a result or in respect of such suspension, variation or termination.
- 10.2. The Advertiser warrants that it is not aware of any dispute between it and the Landlords or any reason the Landlords may object to the Ad Copy or Campaign.

## **11. GENERAL WARRANTIES AND LIABILITY**

- 11.1. Eighteen-24 accepts full responsibility for compliance with statutory and other legal requirements so far as concerns the use and maintenance of Sites.
- 11.2. The Advertiser shall indemnify Eighteen-24 and Landlords against any loss, damages, costs, expenses or other claims arising from any breach of the warranties contained in these Conditions.
- 11.3. In addition, to any other remedies Eighteen-24 may have pursuant to the Contract, should the Advertiser breach any of the warranties contained in these Conditions and such breach leads to Eighteen-24 having to remove the Campaign from the Sites (either at its or the Sites' discretion), the Advertiser shall not receive any rebates in respect of the Campaign being removed before the expected end of the Campaign and may be liable for the costs of such removal.
- 11.4. Eighteen-24 shall have no liability to the Advertiser for any loss, damage, costs, expenses or other claims for compensation arising from Ad Copy or instructions supplied by the Advertiser that are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Advertiser.
- 11.5. Except in respect of death or personal injury caused by Eighteen-24's negligence, or as expressly provided in these Conditions, Eighteen-24 shall not be liable to the Advertiser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty under statute, common law or equity, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Eighteen-24, its servants or agents or otherwise) which arise out of or in connection with the provision of the Campaign or its use by the Advertiser, and the entire liability of Eighteen-24 under or in connection with the Contract shall not exceed the amount of Eighteen-24 charges for the provision of the Campaign, except as expressly provided in these Conditions.

## **12. WAIVER**

- 12.1. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 12.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **13. SEVERANCE**

- 13.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to

make it legal, valid and enforceable.

#### **14. NO PARTNERSHIP/AGENCY**

- 14.1. Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### **15. RIGHTS OF THIRD PARTIES**

- 15.1. No term of the Contract shall be enforceable by a third party (being any person other than the parties).

#### **16. CONFIDENTIALITY**

- 16.1. Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information ("Confidential Information") concerning the business or affairs of the other party, or of any member of the group of companies to which the other party belongs, which may have, or may in future, come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 16.2. Each party shall ensure that each of its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses any such Confidential Information shall comply with the provisions of condition 16.1.

#### **17. GOVERNING LAW**

- 17.1. These Conditions and the Contract generally shall be governed by and construed in accordance with the law of England and Wales.