



GENERAL TERMS AND CONDITIONS OF CONTRACT FOR NATIONAL AND REGIONAL SALES

with effect from 1st September 2009

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1. Definitions

- a) "Principal" means any advertiser or advertising agency and shall include their successors in title and assigns who gives an order as the principal to the contractor and as such is liable for payment for display of advertisement copy.
- b) "Advertising agency" means any person firm company or outdoor specialist recognised as an advertising agency by the contractor and who acting as a principal gives an order.
- c) "Contractor" means the person firm or company who accepts an order and shall include the contractor's successors in title and assigns.
- d) "Advertiser" means any person firm or company who acting as a principal gives an order.
- e) "Agent" means any person firm or company appointed by a principal to administer an order.
- f) "Order" means an order which incorporates these General Terms and Conditions of Contract given by an advertiser or an advertising agency to and accepted by a contractor for the display of advertisement copy.
- g) "Advertisement copy" means posters and any other advertising material intended for display by the contractor.
- h) "Working day" means from Monday to Friday inclusive except any Bank or Public Holiday.
- i) "Days" in the cancellation clause is calendar days not working days
- j) "In charge date" means the date from which the payment shall commence as specified in the order.
- k) "Month" means a calendar month; "half month" means a half calendar month.

2. Acceptance of Terms and Conditions

- a) These terms and conditions shall be deemed to be incorporated in contracts arising from orders for the display of advertisement copy accepted by the contractor.
- b) The Principal shall be ultimately responsible for the payment of accounts and shall be deemed to have full authority in all matters connected with the placing of orders and the approval or amendment of advertisement copy. Any person, firm or company other than an advertiser or an advertising agency recognised as such by the contractor giving an order for and on behalf of a client shall not be deemed to contract as a principal but shall be regarded for all purposes as an agent for a disclosed principal unless such person firm or company is accepted as a principal by the contractor.
- c) No terms and conditions other than these terms and conditions or any variation thereof under Clause 10. shall be binding on the contractor unless in writing but nothing in these terms and conditions shall preclude the contractor or principal from varying any of such terms and conditions if they mutually agree to do so.
- d) All orders shall specify the name of the principal otherwise the order shall be deemed to have been rejected by the contractor and this rejection confirmed to the buyer. An order may be confirmed by the contractor by an order confirmation form which in the case of line by line bookings shall include details of individual sites booked. Where order confirmation forms are issued they shall be sent to the recognised office of the principal's agent or to the recognised office of the principal if no agent has been appointed.
- e) Delivery of advertisement copy shall not be deemed to have been made until the delivery requirements specified in Clause 3. below have been met and the relevant posting instructions have been given to and received by the contractor.



3. Acceptance and Display of Advertisements.

a) All posters shall be delivered carriage paid at the posting depot address or addresses specified by the contractor not less than 5 working days before the first posting date or in charge date whichever is the earlier or the date for the change of display as the case maybe.

b) In the event of the posters being delivered after the aforesaid 5 working days then if the principal so requests in writing and agrees to pay a special posting charge the posters shall be posted within 3 working days after the delivery of the posters but otherwise the posters shall be posted normally within 5 working days after the delivery of the posters.

c) In the case of 'production inclusive' orders, where the media owner is responsible for poster production; artwork must be delivered an agreed number of days prior to commencement of the campaign: as stipulated by the media owner. The media owner must also be in receipt of comprehensive posting instructions, no later than the date of receipt of posters.

d) Designs for painted displays shall be delivered by a date to be agreed between the contractor and the principal.

e) The contractor shall be supplied with adequate posters to complete the initial display plus an additional amount so as to enable the contractor to maintain the display in a good condition. This additional number of posters shall be a minimum of 10 in number or as agreed by the individual contractor and with advertisement displays using over 100 panels shall be 15% of the total number of posters.

f) All posters shall be printed on good quality paper of a minimum weight of 105g/m² and the weight of the paper shall be printed on a lap edge of each poster.

g) A part delivery of the posters shall be deemed to be no delivery for the purposes of this clause.

h) 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.

i) All rates include the maintenance of the display in good condition provided the contractor has been supplied with replacement posters in accordance with the above or which may have been requested by the contractor.

j) All rates for orders in excess of one calendar month shall include (subject to Clause 3. k)) a change of posters or slipping once a month if required. All changes of poster or slipping requested at more frequent intervals than once a month or which are required within a shorter time than 6 working days will be charged for. Where blanking prior to posting is requested an additional cost for paper supplied by the contractor and posting will be charged.

k) When the principal is entitled to a change of posters without separate charge and stipulates a date upon which such change should be commenced the contractor shall complete such change within 3 working days from the stipulated date provided he has received the posters in accordance with the above.

l) Where the principal requires a change of posters in respect of which a separate charge is to be made, the contractor shall complete such change within 3 working days after the stipulated date provided he



has received the posters in accordance with the above. Unless otherwise agreed by the principal the contractor shall not commence such change before the stipulated date.

m) In the case of pre-selected campaigns of more than 50 panels the contractor 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 principal has the right to cancel individual sites if he does not approve of the proposed substitutes.

n) 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.

4. Cancellation

a) Subject to Clause 4. 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

5. Accounts

a) Invoices shall be sent to the principal 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 be sent a monthly statement of account from the contractor.

b) Invoices for panels of display of one calendar month or less will normally be raised during that calendar month. For periods of display of longer duration than one calendar month separate invoices will normally be issued in each calendar month's duration which the display period falls. For periods of display of three weeks or less which start in one month and finish in the next month, invoices will normally be raised in the month in which the majority of the display falls. For periods of display for more than three weeks which start in one month and finish in the next month then each part calendar month will be invoiced as a separate display period.

c) Provided that invoices have been raised in accordance with Clause 5. b) above, payment is due on the 6th 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 6th working day of the second month following the end of the month in which the majority of the display falls.

d) Settlements for invoices rendered are to be made in accordance with Clause 5. a), b) and c) 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) The contractor shall have the right to cancel any order for display for more than one month in respect of which payment is overdue after the 7th working day of the second month following the display subject to provision of due notice to the principal and cancellation charges as per Clause 4. will apply.

f) In the event of failure to comply with any of the provisions of this Clause the contractor reserves the



right by notice in writing to require any future accounts to be dealt with in accordance with Clause 5.g) above.

g) Where so stipulated by the contractor at the time of accepting an order accounts shall be paid not later than 10 working days before the in charge date. In default of payment the contractor shall be entitled without prejudice to its other remedies for breach of contract to refuse to display the advertisement copy provided that due notice has been given to the principal.

h) 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 Clause 5. c) to f) inclusive above. Failure to make part payment in such cases will at the contractor's discretion cause the implementation of Clause 5. d) and/or e).

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 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 licences 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.

7. Credit Claims for Damaged, Incorrect or Non-Display

a) The contractor shall not be liable for credit if the advertisement copy or artwork has not been delivered in accordance with the conditions outlined in 3a and 3c.

b) 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.

c) All claims for credit shall be submitted to the contractor in writing within 28 days following the end of the period of display with sufficient information to enable the contractor to consider the claim. This is a reciprocated arrangement between both parties. The contractor shall not be required to consider any claim submitted after the due date.

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

e) 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.

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

Static Multi-faced Percentage

Panels	Units	sample
51 - 150	26 - 150	50%
150+	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.

g) 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.

g) The contractor shall not be liable to give credit in respect of faulty moving displays if the defect is remedied within 2 working days after receipt of notification.



8. Bankruptcy etc.

If the principal shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or being a company shall become insolvent or commit any act of insolvency 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 composition, compromise or arrangement involving the company and its creditors or if there shall be any breach by the principal of any other term or condition of this contract then it shall be lawful for the contractor by notice in writing to the principal to terminate the contract forthwith without prejudice to any right of action or remedy of the contractor then subsisting.

9. 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 order or in the case of a Company at its registered office but the modes of service herein provided shall not be obligatory.

10. 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.