



General Terms & Conditions of Contract

1. Definitions and Interpretation

- a. "Advertisement Copy" means posters and any other advertising material intended for display by the Contractor
- b. "Advertiser" means any person, firm, company or organisation who wishes to display advertising
- c. "Advertising Agency" means any person, firm, company or organisation recognised as an advertising agency by the Contractor.
- d. "Agent" means any person, firm, company or organisation appointed by a Principal to administer an Order
- e. "Artwork" means the design or material to be used for the production of an Advertisement Copy and such Artwork to be provided in an accepted industry format and specification
- f. "Contractor" means Boomerang Media Ltd and includes its successors in title and assigns
- g. "Days" means calendar days not working days
- h. "Fees" means the fees and charges payable by the Principal to the Contractor as set out in the Order or as specified by the Contractor from time to time
- i. "Order" means a document sent by the principal, or the principal's agent acting on their behalf, manifested by a written email authorising the contractor to deliver a campaign to the principle, with payment to be made at a later date
- j. "In Charge Date" means the date from which payment shall commence as specified in the Order
- k. "Month" means a calendar month; "Half Month" means a half calendar month
- l. "Posting" means the posting or display of Advertisement Copy by the Contractor
- m. The order will be realised upon receipt of a document, manifested by a written email confirmation or signed order, authorising the contractor to deliver an advertising campaign, for which the contractor can expect payment in return for the delivered service. The order confirmation from the principle must relate and respond to a written proposal issued by the contractor.
- n. "Principal" means the Advertiser or the Advertising Agency, including their successors in title and assigns, which party is liable for the performance of the warranties, obligations, representations, undertakings and agreements contained in these general terms and conditions including, without limitation payment for display of Advertisement Copy and other Fees as set out in the Order
- o. "Production Order" means an Order where the Contractor is responsible for the production of the Advertisement Copy on behalf of a Principal, which is then included in the Order
- p. Working Day means from Monday to Friday inclusive except for Bank or Public Holiday
- q. "VAT" means value added tax
- r. "Campaign(s)" refers to a past, present or future advertising campaign delivered by the Contractor to the Principal
- s. "Multi-year(s)", "Multi-annual", "2 year(s)", "3 year(s)", "4 years(s)", "5 years(s)", etc. in the written or verbal context of a campaign refers to advertising activity delivered or to be delivered by the Contractor over an agreed period

2. Acceptance of Terms and Conditions

- a. These terms and conditions shall be deemed to be incorporated in contracts arising from Orders, manifested by written email approval or a signed order from the principal for the display of Advertisement Copy accepted by the Contractor
- b. The Principal shall be responsible for the payment of all Fees 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.
- c. Any person, firm, company or organisation other than an Advertiser or Advertising



Agency, giving an Order to the Contractor for and on behalf of a client shall be deemed to contract as a Principal jointly and severally with the client concerned unless expressly accepted as an Agent by the Contractor

d. No terms and conditions other than these terms and conditions shall be binding on the Contractor unless and until accepted in writing by the Contractor

e. All Orders shall specify the name or email address of the Principal otherwise the Order shall be deemed to have been rejected by the Contractor and this rejection confirmed to the party or parties seeking to place the Order. 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.

f. Any order confirmation form issued by the Contractor shall be sent to the relevant email address of the Principal and the service provisions under clause 11 shall apply

g. The delivery of Advertisement Copy shall not be deemed to have been made by the Principal until the delivery requirements specified in clause 3 have been met

3. Acceptance and Display of Advertisements

a. All printed Advertisement Copy shall be delivered at the address or addresses specified by the Contractor no less than 7 Working Days before the first Posting date or In Charge date whichever is the earlier. A part delivery of Advertisement Copy shall be deemed to be no delivery for the purposes of this clause.

b. In the event of an Advertisement Copy being delivered after the aforesaid 7 Working Days then that Advertisement Copy shall be deemed delivered if the Principal so requests in writing and agrees to pay an additional Posting charge specified by the Contractor

c. All Advertisement Copy shall ordinarily be displayed within 5 Working Days of the In Charge Date. In the event of late delivery of Advertisement Copy under clause 3(b) such Advertisement Copy shall ordinarily be posted by such other date specified by the Contractor. In accordance with Clause 3(a) a part delivery shall be deemed to be no delivery for the purposes of this clause.

d. In the case of Production Orders all Artwork must be delivered to the Contractor by the date specified by the Contractor such date being at least 14 days in advance of the date for Posting. The Contractor must also be in receipt of detailed posting / display instructions from the Principal no later than the date of receipt of Artwork. The Contractor shall not be liable for any changes in colour between the Artwork and the printed Advertisement Copy.

e. The Contractor shall not be responsible for the late production or Posting of any Advertisement Copy in the event that relevant Artwork and / or detailed Posting instructions are not delivered in accordance with clause 3(d). In the event of late Production and / or Posting of any Advertisement Copy arising from the Principal's failure to comply with the obligations under clause 3(d) or any other obligations in these terms and conditions, the Principal shall remain liable to pay all Fees due under any Order from the In Charge Date.

f. The Contractor shall be supplied with adequate Advertisement Copy to complete the Posting in accordance with the Order plus an additional quantity of 10 (or 15% of the total number of Advertisement Copy, if that number is over 100) so as to enable the Contractor to maintain the Posting in good condition.

g. Where the Principal wishes to have one or more changes of display during a Posting period the Principal must make a request for such changes prior to or at the time of placing the Order. If such a request to change the display is made after the Contractor has accepted the Order then the Contractor will only accept such change if made in writing and the Principal accepts an additional charge for Posting as specified by the Contractor

h. Where a change of display of Advertisement Copy is accepted by the contractor, in accordance with clause 3(g) such Advertisement Copy shall be delivered no less than 7 Working Days before the agreed date of change of the Advertisement Copy or as specified by the Contractor. The Contractor shall complete such change of display of Advertisement Copy within 5 Working Days of the date of change or as specified by the Contractor, provided the Contractor has received the change of Advertisement Copy in accordance with this clause.

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- i. In the case of Production Orders, where a change of Advertisement Copy has been accepted by the Contractor in accordance with Clause 3(g), all Artwork must be delivered to the Contractor by the date specified by the Contractor such date being at least 14 days in advance of the date of change of Advertisement Copy. The Contractor must also be in receipt of detailed posting / display instructions from the Principal no later than the date of receipt of Artwork.
- j. The Contractor shall not be responsible for the late production or Posting of any Advertisement Copy in the event that relevant Advertisement Copy or Artwork and / or detailed Posting instructions are not delivered in accordance with clause 3(g) and 3(h). In the event of late Production and / or Posting of any Advertisement Copy arising from the Principal's failure to comply with the obligations under 3(g) and 3(h) or any other obligations in these terms and conditions, the Principal shall remain liable to pay all Fees due under any Order from the In Charge Date.
- k. All paper Advertisement Copy shall be printed on good quality paper of a minimum weight of 105g/m². The weight of the paper shall be printed on a lap edge of each Advertisement Copy.
- l. In the case of line by line bookings where specific sites have been booked or identified in any Order the Contractor reserves the right, without any liability whatsoever, to substitute any booked or identified sites for other sites of a similar quality in the same town or neighbouring town provided that notice is given by the Contractor at any time prior to the In Charge Date. The Contractor may exercise the right in this clause for any reason whatsoever, including without limitation technical reasons, and reasons relating to health and safety, planning control and damage to property.
- m. The Principal acting reasonably has the right to reject any substitute site proposed by the Contractor under clause 3(l) if the Principal does not reasonably approve of the substitute site. Where the Contractor cannot secure a further substitute site the Contractor may at its sole discretion, on a pro-rata basis, terminate this element of the booking in relation to the original site or sites booked or identified in any Order without any liability whatsoever to the Principal or any other party.
- n. Where the Posting period of any Advertisement Copy is time sensitive for the purposes of an advertising campaign and the Principal requires such Advertisement Copy to be removed from display on or by a specific date then the Principal must notify the Contractor of any such requirement prior to or at the time of placing any Order. Notwithstanding the specifications in any Order, no guarantee can be given that an Advertisement Copy will be Posted or displayed on a fixed date or for a fixed period. The Contractor shall not be liable for any liabilities of any kind whatsoever (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) arising from or in connection with any late posting or non posting of any Advertisement Copy for any reason whatsoever including, without limitation, technical reasons and reasons relating to health and safety, planning control and damage to property.
- o. In the event that any Posting is removed early for any reason whatsoever including, without limitation, technical reasons and reasons relating to health and safety, planning control and damage to property, the Contractor may at its sole discretion endeavour to find a substitute site or alternatively the Contractor may at its sole discretion cancel the relevant Order without any liability whatsoever to the Principal or any other party and the Contractor may at its sole discretion credit some of the Fees paid under the relevant Order on a pro-rata basis taking into account the costs of dismantling the relevant Posting and any other costs incurred by the Contractor in connection with the relevant Posting and Advertisement Copy.
- p. Any complaints by the Principal regarding a Posting must be notified immediately to the Contractor. Any complaints not registered with the Contractor within 3 working days of any Posting will be disregarded by the Contractor.
- q. In the event that the Principal supplies artwork copy after the date specified by the Contractor, resulting in a subsequent print and/or posting delay, the responsibility of any resulting loss of display shall be accepted by the Principal. Any reimbursement, by means of financial refund or extension of display, shall be at the Contractor's discretion.

4. Cancellation and termination of Order

a. Subject to Clause 4(b) an Order may be cancelled prior to a campaign start date by either party giving to the other at least 90 days notice in writing at any time. For the

avoidance of doubt any notice of cancellation served pursuant to this clause must not expire later than any relevant In Charge Date.

b. In cases of campaigns lasting between 1 month & 12 months where notice of cancellation is given by the Principal under clause 4(a) the Contractor will accept such notice strictly upon payment of the following percentages of the total Fees due under an Order, namely:

15% if less than 90 days but 75 or more days notice given
30% if less than 75 days but 60 or more days notice given
40% if less than 60 days but 45 or more days notice given
70% if less than 45 days but 30 or more days notice given
90% if less than 30 days notice given

c. Unless otherwise specified by the Contractor, terminated campaigns by the Principle and / or the Principle's agent are non-refundable from the start of transmission.

d. In cases of Multi-Year campaigns notice of cancellation must be served prior to the start of the ninth month every year.

e. Failure to provide notice before the ninth month begins every year will be deemed as mutual agreement between the Principal & Contractor to continue the Multi-Year campaign for another 12 months as defined under clause 1(r) and as per the booking agreement made between the two parties.

f. A continuation of a campaign as outlined under clause 4(e) will result in an invoice being issued for the following 12 months by the Contractor to the Principal.

g. In the event of a cancellation as defined under clause 4(d) the Contractor will fulfil the campaign until the end of the 12th month from the start of the campaign.

5. Accounts

a. Invoices shall be sent to the Principal and/or the Principal's agent as appropriate. In the case of the latter, the invoice shall state the name of the agent followed by the words "acting as agent for" and shall then state the name of the Principal.

b. For periods of display of longer duration than 6 months the invoice will be issued as 100% upfront or by other arrangement agreed to by the contractor. The invoice must be payable by return and payment to be received by the contractor prior to the commencement of the display period.

c. Invoices relating to the costs of production of any Advertisement Copy shall be raised when an Order has been accepted by the Contractor. Payment is due earlier than 7 days prior to the In Charge Date or any date specified by the Contractor in the invoice. If payment is not received for the cost of production within the time stipulated the Contractor reserves the right to withhold the display / posting of an Advertisement Copy until such time that payment is received by the Contractor.

d. 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 5% of the amount outstanding, such surcharges being levied monthly until the outstanding amount is paid. In addition the Contractor shall be entitled to terminate any Order to which the outstanding amount relates by giving the Principal and/or Principal's agent as appropriate a month's notice in writing (in accordance with clause 11) at any time after the due date of payment of the outstanding amount.

e. In the event of failure to comply with any of the provisions of the clause 5 the Contractor reserves the right by notice in writing to require any future accounts to be dealt with in accordance with clause 5(h) below

f. Where so stipulated by the Contractor at the time of accepting an Order or at any other time accounts shall be paid no 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 intended Advertisement Copy.

g. The price under any order is fixed for a period of 4 months from the date of the

Order. Should the costs of a site change under any Order, the Contractor reserves the right to pass on any additional costs to the Principal or to cancel the Order without any liability whatsoever to the Principal or any other Party

h. Any Advertisement Copy or other advertising materials in the Contractor's possession which are surplus to requirements or which have been removed from the Posting /

display will be destroyed by the Contractor.

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 any Advertisement Copy under an Order

b. The Principal warrants and undertakes that:

i. All Advertisement Copy will comply with all statutory and other legal requirements and provisions of the British Code of Advertising Practise

ii. It/he/she will be responsible for obtaining and paying for all necessary licenses and consents for display of any advertising or copyright material contained in any Advertisement Copy or the appearance of any person in

any Advertisement Copy

iii. No Advertisement Copy will breach the copyright or other rights or be defamatory of any third party

iv. It will keep the Contractor indemnified against all liabilities of any kind (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) incurred by the Contractor or any third party arising from any act or omission of the Principal arising out of or in connection with the performance of any contract arising from any Order.

v. It will keep the Contractor indemnified against all liabilities of any kind (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements) arising from any breach of the above warranties or the liabilities and obligations contained in these terms and conditions

c. The Contractor shall have the right to see details of any proposed Artwork or Advertisement Copy prior to commitment or production or posting / display of any proposed Advertisement Copy and the Contractor has the right to refuse the production or display of any proposed Advertisement Copy:-

i. Which does not comply in all respects with the Principal's warranties and undertakings as set out above or

ii. Which differs in any respect from any Advertisement Copy specified in any Order at the time of booking or is subsequently changed without the prior approval of the Contractor or

iii. Where it has to be approved by any landlord or owner of any site and where such landlord or owner does not approve it

d. The Contractor accepts no liability whatsoever for any non-performance of contract or loss or damage arising from the delay, suspension, variation or cancellation of any Posting due to any act, event or circumstance beyond the Contractor's reasonable control including without limitation war, industrial actions, floods or act of God, fire, inclement, weather, legal restrictions malicious or accidental damage. 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 suspension variation or cancellation occurs together with any other Fees due and owing by the Principal to the Contractor.

e. Should damage occur to any Artwork or Advertisement Copy whilst in the Contractor's possession due to any reason beyond the Contractor's control including without

limitation due to the force majeure events indicated in clause 6(d) the Contractor shall not be held liable to replace any such Artwork or Advertisement Copy.

f. Except as expressly prescribed in these terms and conditions the Contractor shall not be liable to the Principal or any other party in respect of any liability of any kind (including without limitation liabilities under claims, demands, proceedings, awards and actions) for matters of any kind whatsoever (including without limitation costs, expenses, losses, damages, compensation, penalties, fees and disbursements)

howsoever caused.

g. Nothing in these terms and conditions shall limit either the Contractor's or the Principal's liability for fraud or for death or personal injury due to negligence.

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

a. Except as expressly prescribed in these terms and conditions the Principal shall not be entitled to credit from the Contractor under any Order. In so far as the Principal is entitled to credit under any provisions of these terms and conditions, the Principal's entitlement is conditional upon prior compliance with these terms and conditions including without limitation under clause 3 (Acceptance and Display of Advertisements)

b. Subject to the relevant provisions of these terms and conditions, all claims for credits shall be submitted to the Contractor promptly upon knowledge of the relevant defect

by the Principal together with sufficient information to enable the Contractor to consider the claim. The Contractor shall not be required to consider any claim for credit that does not comply with the provisions of this clause or other relevant provisions of these terms and conditions.

c. The Contractor shall not be liable to give any credit in respect of any defect, fault or damage to any Posting or the incorrect or non-display of any Advertisement Copy due to any reason beyond the Contractor's control including, without limitation, due to the force majeure events indicated in clause 6(d) or if any such defect, fault, damage incorrect or non-display is remedied within 5 working days of due notification by the Principal provided the Contractor has sufficient Advertisement Copy in stock as per clause 3(f)

d. When a Contractor supplies an overshoot by way of provision of surplus/additional sites then any errors agreed by the Contractor will be offset against that overshoot. Any errors still outstanding may be credited pro rata to the original advertising campaign net of any overshoot provided by the Contractor.

e. If a Contractor has 50 or less static panels or 25 or less multi-faced display units (normally 75 faces) booked for an advertising campaign under any Order then any credits agreed by the Contractor in relation to those panels and units in accordance with the foregoing provisions will be paid on a one for one basis.

f. When a Contractor has a greater number of static panels or multi-faced display units booked under any Order over and above that specified in clause 7.e a random and geographically weighted sample inspection will be deemed acceptable as follows:

Static Panels	Multi-faced units	Percentage Sample
51-150	26-150	50%
150+	150+	25%

Any credit or credits agreed by the Contractor under this clause in accordance with the foregoing provisions will be paid on a pro-rata basis to non-display. Accordingly 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 to 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.

8. Bankruptcy etc

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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 of these terms and conditions then it shall be lawful for the Contractor by notice in writing to the Principal in accordance with Clause 11 to terminate the contract arising from any Order forthwith without prejudice to any right of action or remedy of the Contractor then subsisting.

9. VAT

The Principal shall pay any applicable VAT in respect of any sums due under any Order at the rate and in the manner from time to time prescribed by law subject to receiving an appropriate VAT invoice from the Contractor.

10. Data Protection

- a. Neither party shall disclose without the written consent of the other party any information relating to the provisions of any Order except to such extent as may be necessary in order to comply with any lawful requirement of any interested authority or regulatory body.
- b. The Contractor reserves the right to use any Advertisement Copy or Posting for printing proofs and sales, marketing and development purposes

11. Notices

All notices and other communications in connection with this agreement shall be in writing and shall be deemed given if delivered personally, sent via email, by fax, or prepaid first class post, recorded delivery or special delivery to the principal and / or the principal's agent, as appropriate at their last known address or email address and to the contractor at its address or email address.

12. Entire Agreement

These terms and conditions supersede all prior agreements and undertakings (whether oral or written) between the parties and constitute the entire agreement between the parties relating to any Order. Each party acknowledges that it has entered into the contract arising from any Order in reliance only on the representations, warranties and promises expressly contained in these terms and condition. Save as expressly set out in an Order or these terms and conditions, each party disclaims any further representations (save fraudulent misrepresentations), warranties, conditions, or other terms express or implied.

13. No Joint venture or Partnership

Nothing in any Order or these terms and conditions shall create or be deemed to create a partnership, joint venture, or relationship of principal and agent between the Principal or any other party and the Contractor.

14. Waiver

No failure on the part of the Contractor to exercise or to enforce any right given to it by these terms and conditions or at law or any custom or practice of the parties at variance with these terms and conditions shall constitute a waiver of the Contractor's

rights or operate so as to prevent the exercise or enforcement of any such right at any time.

15. Severability

If any provision of these terms and conditions is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of these terms and conditions. However, the validity and enforceability of the remainder of these terms and conditions shall not be affected.

16. Third Parties

A person who is not a party to the contract arising from any Order will not have rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except to the extent that any provision of these terms and conditions expressly provide to the contrary.

17. Jurisdiction

These terms and conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts unless varied by agreement between the parties.