



General Terms and Conditions applying to all Booking Confirmations

## 1. Definitions and Interpretation

1.1 In these Terms the following expressions have the following meanings:

**'Advertising Copy'** means any poster, digital or paper, supplied to the Contractor and intended for the purpose of display in accordance with a Booking Confirmation

**'Agent'** means the person, firm, company or organisation appointed by the Principal (with full authority from the Principal to conclude binding contracts in the name of the Principal and to act on its behalf) and stated as the agent in the Booking Confirmation.

**'Booking Confirmation'** means the booking confirmation provided by the Contractor to the Agent and/or Advertiser in response to an Order

**'Contractor'** means 8 Outdoor Limited, whose registered office is at The Station House, 15 Station Road, St. Ives, Cambridgeshire, United Kingdom, PE27 5BH, with registered number 09449108

**'Fees'** means the fees and charges set out in the Booking Confirmation and payable by the Principal (or Agent) as set out therein, together with any additional fees payable by the Principal (or Agent) in accordance with these Terms

**'In Charge Date'** means the date from which the Advertising Copy shall be advertised as specified in the Booking Confirmation

**'Materials'** means any artwork assets in physical or digital format belonging to the Principal and required by the Contractor to produce the Advertising Copy in accordance with the Booking Confirmation, and includes full and comprehensive posting instructions for the Contractor to produce the Advertising Copy from such materials

**'Order'** means a written request for Contractor's services for advertising by a Principal or an Agent (and specifying the name of the Principal where such request is made by an Agent)

**'Posting Period'** means the period during which Advertising Copy is displayed or posted as specified in the Booking Confirmation

**'Posting'** means the posting or display of Advertising Copy by the Contractor

**'Principal'** means the person, firm, company or organisation contracting with the Contractor, who

owns the Advertising Copy which is the subject of an Order and Booking Confirmation

**'Production Inclusive Orders'** means where the Contractor is responsible for the production of the Advertising Copy on behalf of a Principal as confirmed in a Booking Confirmation

**'Site'** means specific advertising panel(s) or screen(s) in certain location(s) as set out in the Booking Confirmation

**'Taxes'** means withholding, sales, use, excise, value added tax and similar taxes but shall not include taxes based on the Contractor's gross income



**'Terms'** means these terms and conditions **'VAT'** means Value Added Tax

**'Working Day'** means from Monday to Friday inclusive excluding any Bank or Public Holidays

1.2 In these Terms (unless the context otherwise requires):-

1.2.1 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;

1.2.2 person shall include firms, companies and bodies corporate and vice versa; 1.2.3 the headings are for reference only and shall not affect construction;

1.2.4 an obligation on either party to do something includes an obligation to procure it to be done on its behalf;

1.2.5 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

1.2.6 any approval or consent required under this Terms shall not be unreasonably withheld or delayed, unless stated otherwise;

## **2. Formation of a Binding Contract**

2.1 When an Agent or Principal submits an Order to Contractor, should Contractor decide to accept such Order, Contractor shall send the Agent or Principal, where applicable, a Confirmation Booking as soon as practicable. This is the point at which a contract between Principal, Agent (where applicable) and Contractor comes into existence. By submitting an Order, Principal and Agent (where applicable) accept that these Terms shall apply to the Booking Confirmation.

2.2 Where an Agent is representing a Principal, such Agent hereby represents that it has full authority in relation to all matters connected with the placing of an Order for and on behalf of a Principal including the approval or amendment of Advertisement Copy and accordingly any Order placed by an Agent and confirmed by a Booking Confirmation shall be binding on the Principal.

2.3 Unless otherwise stated, the Principal is primarily responsible for the performance of the obligations contained in these Terms including the payment of Fees.

2.4 The Agent warrants that the Principal is fully aware of the warranties, obligations, representations, undertakings and agreements contained in these Terms to the extent that they relate to the obligations of the Principal. The Agent shall use best endeavours to procure the Principal's compliance with these Terms including the payment of Fees.

2.5 No employee of the Contractor other than a director has authority to vary or omit any of these Terms or promise any discount or refund. Any variation to these Terms must be in writing and signed by both parties in order for the change to be binding.

## **3. Acceptance and Display of Advertisements**

3.1 All Advertisement Copy shall be delivered by the Agent or Principal at the address or addresses specified by the Contractor in the Booking Confirmation not less than 3 Working



Days before the commencement of the In Charge Date unless otherwise agreed in the Booking Confirmation. In the case of Production Inclusive Orders, all Materials must be delivered to the Contractor by the date specified by the Contractor in the Booking Confirmation.

3.2 In the event that the entirety of the Advertisement Copy and/or Materials (where applicable) is not delivered to the Contractor in accordance with clause 3.1, the Contractor reserves the right to either:- (i) cancel the Booking Confirmation without any liability to the Agent and/or the Principal and without prejudice to any Fees payable; or (ii) amend the In Charge Date and/or charge additional costs and amend the Fees, acting in its reasonable discretion. The Contractor shall have no liability to the Agent and/or Principal for not complying with the Booking Confirmation where this is due to the fault of the Agent and/or Principal.

3.3 Where the Principal wishes to have one or more changes of display of Advertisement Copy during the Posting Period for the purposes of an advertising campaign, this must be stated in the Booking Confirmation. If the Agent or Principal requests a change of Advertisement Copy subsequent to the Booking Confirmation, the Contractor shall accept or reject such request acting reasonably, and if it accepts such request will be entitled to charge additional fees which shall be payable by the Principal.

3.4 The Contractor will try to meet any special requests notified to it after the Booking Confirmation but cannot guarantee to do so. Such special requests do not form part of the contractual Booking Confirmation and the Contractor will have no liability if special requests are not fulfilled.

3.4 The Contractor reserves the right to amend the display impressions frequency and length at its discretion on the condition that the total time the Advertising Copy is displayed is no less than the time purchased under any Booking Confirmation. Notwithstanding the Booking Confirmation, no guarantee can be given whatsoever that an Advertisement Copy will be posted or displayed on a fixed date for a fixed period or at a fixed time and the Contractor shall have no liability to Agent and/or Principal in this respect.

3.5 Any Advertising Copy and/or Materials (where applicable) used during a campaign which has ended shall be disposed of in such manner as the Contractor shall decide, unless agreed otherwise at the time of Booking Confirmation.

3.6 The Contractor reserves the right not to display or to remove a display of Advertisement Copy at any time if:- (i) the Contractor's landlord of the relevant Site, acting in its sole discretion, makes such a request to Contractor; or (ii) the Contractor needs to remove such Advertising Copy due to any reason including health and safety reasons, technical reasons, planning control and damage; or (iii) the Agent and/or Principal is found to be in breach of any of these Terms.

3.7 Where the Contractor has removed such Advertisement Copy pursuant to clause 3.6 subsection (i) or (ii), then the Contractor shall at its sole discretion endeavour either find a substitute Site of similar quality, or shall reimburse any Fees paid by Principal that relate to a period during which the Advertising Copy is not displayed in accordance with the Booking Confirmation, but this shall be the Agent's and/or Principal's sole and exclusive remedy in such circumstances and the Contractor shall have no further liability.



3.8 Where the Contractor has removed such Advertisement Copy pursuant to clause 3.6 subsection (iii), the Contractor shall have no liability whatsoever to Agent and/or Principal, without prejudice to any rights or remedies to which the Contractor may be entitled.

3.9 In the case of Booking Confirmations which relate to specific Sites, the Contractor reserves the right, without any liability whatsoever, to substitute such Site for another Site of a similar quality in the same town or any neighboring town provided that written notice is given by the Contractor.

3.10 The Agent or the Principal acting reasonably has the right to reject any substitute Site proposed by the Contractor under clauses 3.7 and 3.9 if the Agent or the Principal does not approve the substitute Site. Where the Contractor accepts this rejection as reasonable, the Contractor will amend the Booking Confirmation and refund any Fees already paid in relation to a Site which has been paid for and unused in respect of any Advertising Copy (less any other reasonable costs incurred by the Contractor in connection with the relevant Advertisement Copy). This clause sets out the sole remedy of Agent and/or Principal and the Contractor shall have no further liability.

3.11 In relation to digital displays, the parties acknowledge that the Contractor cannot and does not guarantee the consistency of the delivery network. The Contractor shall not be liable to Agent and/or Principal in any way for any downtime or network issues causing a failure to deliver and/or display the Advertising Copy in accordance with the Booking Confirmation.

#### **4. Cancellation and Termination of a Booking Confirmation**

4.1 Subject to clause 4.2, a Booking Confirmation may be cancelled without any charge by either the Contractor or Agent/Principal giving to the other at least 90 days' notice of cancellation in writing to expire not later than the In Charge Date, and such notice of cancellation shall stipulate the reason for cancellation.

4.2 If notice of cancellation is given by the Agent or Principal and such notice period is less than the 90 day period specified under clause 4.1, the Contractor will accept such notice strictly upon payment by the Principal of the following percentages of the total Fees due under the Booking Confirmation, namely:

15 % if the notice period is 75 days or more prior to the In Charge Date but fewer than 90

30% if the notice period is 60 days or more prior to the In Charge Date but fewer than 75

40% if the notice period is 45 days or more prior to the In Charge Date but fewer than 60

70% if the notice period is 30 days or more prior to the In Charge Date but fewer than 45

90% if the notice period is 14 days or more prior to the In Charge Date but fewer than 30

100% if the notice period is 14 days or fewer prior to the In Charge Date, or notice is given after the In Charge Date.



4.3 Where a Booking Confirmation relates to a Posting Period which is 9 months or longer, the Agent and/or Principal may terminate the Booking Confirmation with effect from the start of the 7th month, provided it has served at least 60 days' notice in writing to Contractor stating the reason for such cancellation and the Principal shall only be liable to pay Fees up to the date that such cancellation takes place.

## **5. Invoicing and Payment**

5.1 Invoices shall be sent to the Principal and/or the Agent as set out in the Booking Confirmation.

5.2 Unless otherwise specified in the Booking Confirmation, for Posting Periods of one month or less, the invoice will be sent to the Principal (and copied to the Agent) during the Posting Period at the Contractor's discretion.

5.3 Unless otherwise specified in the Booking Confirmation, for Posting Periods of one month or more, a pro-rata invoice will be sent to the Principal (and copied to the Agent) during each month of the Posting Period at the Contractor's discretion.

5.4 Where a Booking Confirmation includes a Production Inclusive Orders, invoices relating to the costs of production of any Advertisement Copy shall be sent at the same time as the Booking Confirmation unless otherwise stated in such Booking Confirmation.

5.5 The Principal shall pay, and the Agent shall ensure payment by the Principal of, every invoice within 30 days of the invoice date unless otherwise set out in the Booking Confirmation. The Contractor may reduce this period to 5 days in the event that the Agent and/or Principal has paid any previous invoice late, upon written notice by the Contractor to this effect.

5.6 Late payment of any invoice shall entitle the Contractor to charge interest at an annual rate of 5% on top of the outstanding Fees without prejudice to any of its rights and without incurring any liability to the Agent and/or Principal.

5.7 All amounts and Fees stated or referred to in a Booking Confirmation are exclusive of all Taxes. The Principal shall be solely responsible for, and pay, all applicable Taxes relating to the relevant Booking Confirmation.

## **6. Liability and Indemnity**

6.1 The Contractor shall comply with obligatory statutory and other legal requirements relating to the use and maintenance of any Site for the display of any Advertisement Copy under a Booking Confirmation.

6.2 The Agent and Principal warrant and undertake that:-

6.2.1 all Materials and Advertisement Copy will comply with all relevant statutory and other legal requirements and provisions of the British Code of Advertising Practice;

6.2.2 they will be responsible for obtaining and paying for all necessary licenses and consents for the display of any advertising or copyright material contained in any Advertisement Copy or the appearance of any person in any Advertisement Copy;



6.2.3 no Material or Advertisement Copy will breach the copyright or other rights of, or be defamatory towards, any third party;

6.2.4 they will keep the Contractor fully indemnified (i) against any liability and/or costs incurred by the Contractor arising from any breach by Agent and/or Principal of these Terms, and (ii) against any claim, demand, suit or proceeding ("Claim") made or brought against Contractor by a third party alleging that any Advertising Copy or Materials infringes or misappropriates any third party's intellectual property rights, and will indemnify the Contractor for any damages, attorney fees and costs paid or payable by the Contractor as a result of any such Claim;

6.3 The Contractor has the right to refuse the production or Posting of any proposed Advertisement Copy:-

6.3.1 which does not comply in all respects with the warranties and undertakings set out in clause 6.2.1, 6.2.2 and/or 6.2.3; or

6.3.2 which differs in any material respect from any Advertisement Copy specified in any Booking Confirmation,

and shall have no liability whatsoever towards the Agent and/or Principal in this respect.

6.4 The Contractor accepts no liability whatsoever for any non-performance of the Booking Confirmation, or loss or damage to Materials and/or Advertising Copy, or any delay, suspension, variation or cancellation of any Posting due to any act, event or circumstance beyond the Contractor's control including war, industrial actions, floods or act of God, fire, inclement weather, legal restrictions, malicious or accidental damage.

6.5 In the event a force majeure event as set out under clause 6.4, the Contractor shall be entitled to be paid the Fees specified in the Booking Confirmation on a pro rata basis up until the date that such force majeure event commences. The Contractor shall not be obliged to comply with the Booking Confirmation for as long as such force majeure event lasts.

6.6 To the maximum extent permitted by law, the Contractor's liability to the Agent and/or Principal shall be limited to the amount of Fees actually paid by Principal to Contractor under the relevant Booking Confirmation, except in the event of personal injury or death due to Contractor's negligence, or fraud.

6.7 To the maximum extent permitted by law, in no event shall the Contractor be liable for special, consequential, incidental or other indirect damages, or for loss of profits, anticipated savings, business opportunity, goodwill, or loss of revenue, loss of use or loss of data (including corruption of data), or costs of procurement of substitute goods or services arising of these Terms, howsoever caused and under any theory of liability (including contract, tort, negligence or otherwise) even if the other party has been advised of the possibility of such damages.

## **7. Complaints**

7.1 Except as expressly prescribed in these Terms, neither the Agent nor Principal shall be entitled to credit from the Contractor under any Booking Confirmation. In so far as the Principal is entitled to credit under any provisions of these Terms, the Agent and/or Principal's entitlement is conditional upon compliance with all of these Terms.



7.2 Subject to the relevant provisions of these Terms, all claims for credit shall be submitted to the Contractor promptly upon knowledge of the relevant defect (and in any event within 5 days of such knowledge) by the Agent or Principal together with sufficient written or tangible evidence to enable the Contractor to consider the claim.

7.3 If the Contractor agrees to supply 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 Principal's campaign net of any overshoot provided by the Contractor.

## **8. Termination**

8.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate a Booking Confirmation without liability to the other at any time with immediate effect upon written notice if the other party (i) is in material breach of any of its obligations under this Terms and/or the Booking Confirmation and, in the case of a breach which is capable of remedy, fails to remedy such breach within 10 days following notice of the breach or (ii) voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

8.2 On termination of the Booking Confirmation for any reason all right of use granted under these Terms shall immediately terminate and the Principal shall pay (and the Agent shall procure such payment) all Fees due under the Booking Confirmation. Each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party.

## **9. Confidentiality**

9.1 Neither the Contractor nor the Agent/Principal shall disclose without the written consent of the other party any information relating to the provisions of any Booking Confirmation except to such extent as may be necessary in order to comply with any lawful requirement of any interested authority or regulatory body.

9.2 Unless otherwise stated in a Booking Confirmation, the Contractor reserves the right to use any Advertisement Copy for marketing and development purposes (including on its website).

## **10. Notices**

All notices to be given under these Terms shall be given in English in writing to the address as shall be given by either party to the other in writing. Any notice involving non-performance, termination, or renewal shall be hand-delivered or sent by recognized overnight courier or by certified mail, return receipt requested. All other notices may be sent by e-mail to the person(s) specified by both parties from time to time. All notices shall be deemed to have been given and received on the earlier of actual receipt or three (3) days from the date of postmark or date and time an email is sent.

## **11. Entire Agreement**



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

## **12. No Joint Venture or Partnership**

Nothing in any Booking Confirmation or these Terms shall create, or be deemed to create, a partnership, joint venture or relationship of principal and agent between the Agent/Principal or any other party and the Contractor.

## **13. Waiver**

A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

## **14. Severability**

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the remainder of these Terms.

## **15. Third Party Rights**

The parties agree that neither these Terms nor the Booking Confirmation are enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

## **16. Assignment**

The Agent and/or Principal may not assign a Booking Confirmation without the prior written consent of the Contractor.

## **17. Jurisdiction**

These Terms shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.