

Digital Signage

Manor Royal BID working in Partnership

1. Definitions

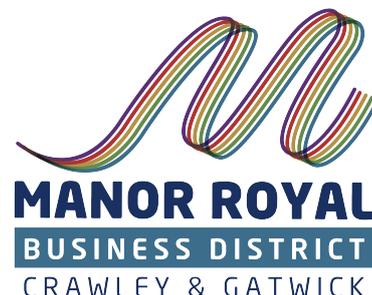
- a) 'Advertiser' means any person or company who enters into an Order to display an Advert and any successor.
- b) 'Advert' means advertising material intended for display by the Contractor.
- c) 'Charges' means those charges set out on the Order Confirmation.
- d) 'Contractor' means Avensys Ltd. who act on behalf of the Manor Royal BID (MRBD Limited) and accepts an Order to advertise and any successor.
- e) 'In Charge Date' means the date specified on the confirmation email.
- f) 'Month' means 28 days.
- g) 'Order' means an order which incorporates these Terms and Conditions and the Order Confirmation given by an Advertiser to and accepted by the Contractor for the display of an Advert.
- h) 'Order Confirmation' means a document sent to the Advertiser setting out the key terms agreed between the parties including without limitation the space booked and the fees applicable.
- i) 'Terms and Conditions' means these terms and conditions set out herein.
- j) 'Working Day' means from Monday to Friday inclusive except any Bank or Public Holiday.

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 an Advert offered by the Advertiser and accepted by the Contractor.
- b) The Advertiser shall be ultimately responsible for the payment of accounts of the Contractor and shall be deemed to have full authority in all matters connected with the placing of Orders and the approval or amendment of the Advert.
- 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 Advertiser from varying any of such Terms and Conditions in writing if they mutually agree to do so in writing. In the event of any conflict, these Terms and Conditions shall prevail.
- d) All Orders shall specify the full name of the Advertiser otherwise the Order shall be deemed to have been rejected by the Contractor and this rejection confirmed to the buyer. An Order will be confirmed by the Contractor in writing following receipt of the Advertiser's Order Confirmation. Unless the Contractor receives written notification from the Advertiser of any amendments within 10 Working Days of the Order Confirmation or by no later than 5 days prior to the In Charge Date (whichever is earlier) then the Order will be deemed binding on the Advertiser in any event.
- e) Delivery of the Advert 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.
- f) Orders will be for the period specified on the Order Confirmation.

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3. Production of the Advert

a) Where the Advertiser is to produce the Artwork, the Advertiser shall submit such Final Artwork to the Contractor by no later than 10 days prior to the campaign is due to begin in the required format.

b) Where the Contractor has agreed to produce the Artwork, the Contractor shall by no later than 30 days prior to the start of the campaign provide to the Advertiser the Initial Copy for the Advertiser's approval. If the Contractor does not receive the Advertiser's approval at least 10 Working Days prior to the start of the campaign, the Advertiser shall be liable to pay in full for the Artwork services. Delay in approving artwork in time can result in a delay to the start of the campaign.

c) The Advertiser acknowledges and accepts that in the event that the Advertiser fails to provide Initial Artwork in such time specified in (b) the Advertiser shall be charged for and agrees to pay for the advertising time booked on the Order Confirmation i.e. the agreed date for the start of the campaign.

4. Acceptance and Display of Advertisements

a) The Contractor shall supply the Advertiser with the actual date and time of posting. This will include a report of when the advert was shown from the start of the campaign date.

b) All rates include the maintenance of the display in good condition.

5. Cancellation

a) If the Advertiser cancels an Order, the Advertiser is only charged for producing the Artwork if this process has already been started by Contractor.

b) The following terms will apply if the Advertiser terminates an Order

1) if the Campaign start date is more than 90 days away from the agreed start of the campaign, the Advertiser is charged 15% of the Charges, excluding any charges for producing the Artwork.

2) if the Campaign start date is 90 days or less but more than 75 days away from the agreed start of the campaign, the Advertiser is charged 30% of the Charges, excluding charges for producing the Artwork.

3) if the Campaign start date is 75 days or less but more than 60 days away from the agreed start of the campaign, the Advertiser is charged 40% of the Charges, excluding charges for producing the Artwork.

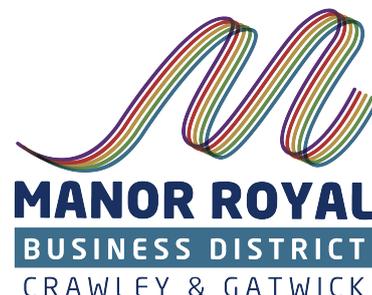
4) if the Campaign start date is 60 days or less but more than 45 days away from the agreed start of the campaign, the Advertiser is charged 60% of the Charges, excluding charges for producing the Artwork.

5) if the Campaign start date is 45 days or less but more than 30 days away from the agreed start of the campaign, the Advertiser is charged 80% of the Charges, excluding charges for producing the Artwork.

6) if the Campaign start date is 30 days or less away from the agreed start of the campaign, Advertiser is charged 100% of the Charges, excluding charges for producing the Artwork.

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6. Accounts

- a) Invoices shall be sent to the Advertiser at the address given on the Order Confirmation unless the Parties agree otherwise.
- b) Settlements for invoices rendered are 14 days from the date of the invoice except where otherwise agreed in writing between the Contractor and the Advertiser. In respect of any amount not received by the Contractor by the due date, the Contractor shall inform the Advertiser that the Contractor has the right to levy a surcharge on the outstanding amount, such surcharges being levied monthly until the outstanding amount is paid with the Advertiser ultimately liable for payment.
- c) The Contractor shall have the right to cancel any Order in which payment is overdue.
- d) 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 6 f) below.
- e) 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 agreed start of the campaign. In default of payment the Contractor shall be entitled without prejudice to its other remedies for breach of contract to refuse to display the Advert with due notice given to the Advertiser.
- f) In the event of any part of an account rendered by the Contractor being disputed by the Advertiser 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 6 b) to d) inclusive above. Failure to make part payment in such cases will at the Contractor's discretion invoke clause 6 b) and/or c).

7. 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 the Advert to which a contract relates assuming that the Advertiser has complied fully with the warranties and undertakings listed in clause 7 (b).
- b) The Advertiser warrants and undertakes that:
 1. its Advert will comply with all statutory and other legal requirements and provisions of the British Code of Advertising Practice and the requirements of the Advertising Standards Authority;
 2. it will be responsible for obtaining and paying for all necessary licences and consents for the posting of any advertising or copyright material contained in its Advert or the appearance of any person in its Advert;
 3. no Advert will breach the copyright or other rights or be defamatory of any third party and the Advertiser shall obtain from the parties referred to in the Advertising Copy any necessary consents; and
 4. it 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 Advert or matter supplied by or displayed for the Advertiser.
- c) The Contractor, whose decision shall be final, shall have the right to see details of advert prior to commitment of display and of refusing to display or continuing to display any advert for any reason including Advert:
 1. which does not comply in all respects with the Advertiser's warranties and undertakings detailed above;
 2. which the Contractor is required to remove from any of its advertising sites upon the direction or request of any relevant authority; or

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3) subject to clause 7 (g), in respect of non-illumination of the display if the defect is remedied within 5 Working Days of notification.

b) All claims for credit shall be submitted to the Contractor's Accounts department in writing within 30 days of the date of the invoice with sufficient information to enable the Contractor's Accounts department to consider the claim. The Contractor shall not be required to consider any claim submitted after the due date.

c) If applicable, credits will be agreed on a one for one basis for each full day's loss of display and will be reimbursed by the Contractor to the Advertiser within one Month of agreement.

9. Bankruptcy etc

If the Advertiser 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 Advertiser of any other term or condition of this contract then it shall be lawful for the Contractor by notice in writing to the Advertiser to terminate the contract and/or Order forthwith without prejudice to any right of action or remedy of the Contractor then subsisting.

10. Changes of rates and conditions

a) The Contractor reserves the right to change its advertising rates or any material change in any of these Terms and Conditions at 3 months' notice. The Advertiser shall, by serving written notice on the Contractor within one Month of the date of the Contractor's notice of such change be entitled to cancel any Order to which the changed rates or terms and conditions would otherwise apply. The notice of a change in rate, so far as it concerns an Order covering a number of individually rated sites, shall contain details of the change in respect of each and every site covered by the Order.

b) the Contractor's representative dealing with an Advertiser's order shall have no authority to alter any of these Terms and Conditions.

11. 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 registered post to the Advertiser and to the Contractor at the address stated on the Order Confirmation.

12. Anti-Corruption

The Advertiser shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. At any time when requested by the Contractor, a director of the Advertiser (or the Advertiser if the Advertiser is not a company) shall certify in writing that the Advertiser is and has at all times been in compliance with all Relevant Requirements. The Contractor may cancel an Order or terminate an agreement with the Advertiser immediately by giving written notice to the Advertiser if the Advertiser is, or the Contractor reasonably suspects that the Advertiser is, in breach of this clause.

13. Jurisdiction

These Terms and Conditions shall be governed by English Law and the parties submit to the exclusive jurisdiction of the Courts of England.

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