

Out of Hand Limited

Standard Terms and Conditions



Please refer to the following below for
Outdoor Campaigns and the Edinburgh Festival Fringe Campaigns.

1. DEFINITIONS

1.1. In these conditions:

'CLIENT' means the person named on the Order Sheet for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions and shall include their respective successors in title to substantially the whole of their respective undertakings.

'CONTRACT' means the contract for the provision of the Specified Goods and Service.

'DOCUMENT' includes, in addition a document in writing, any map plan, graph, drawing or photograph, any film, negative, tape, or other device embodying visual images and any disc, tape or other device embodying any data.

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified goods or service.

'OUTPUT MATERIAL' means any documents or printed materials, and any data or other information

'ORDER SHEET' means the sheet to which these Conditions are appended.

'SPECIFIED SERVICE' means the Goods and Services to be provided by the Supplier for the Client and referred to in the Order Sheet.

'SUPPLIER' means Out of Hand Limited registered in England under number 3380599 and shall include its permitted assignees.

'SUPPLIER'S STANDARD CHARGES' means the charges shown in the Supplier's brochure or other published literature or electronic literature relating to the Specified Goods or Service.

1.2. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. SUPPLY OF SPECIFIED GOODS AND SERVICES

The Supplier agrees to design, print, insert and distribute the Promotion Materials ("the Services") for The Client as follows:

- Take receipt of the Promotion Materials, or design the Promotional Materials according to the Instructions on the Order;
- Print the Promotional Materials according to Instructions on the Order;
- Insert the Promotional Materials or products according to the Instructions on the Order;
- Distribute the Promotional Materials at the Venues specified on the Distribution schedule
- Use its best endeavours in carrying out the Services and to ensure that the Services are carried out in a responsible professional and courteous manner in order to market as effectively as possible the events venues, products or services featured in the Promotion Materials.
- The client shall at its own expense supply the Supplier with all necessary Documents and other materials, and all necessary data or other information relating to the Specified Goods or Service in accordance with the Order. The Client shall ensure the accuracy of all Input Material and will be responsible for proofing Material for any errors or emissions.
- The Client shall at its own expense retain duplicate copies of all Input Material and insure against accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused and the Supplier shall not be responsible for returning Material.

3. ORDER FOR WORK

- No contract shall exist between the Supplier and the Client until the Supplier has accepted an Order from the Client by verbal agreement, facsimile, email or post to the relevant employee
- The Supplier shall lay out specifications of an order in a quotation which will be valid for 30 days unless otherwise specified. Any order without a quotation shall be charged at the Suppliers published prices.
- Any changes to an Order must be agreed between the Supplier and the Client before any work has commenced.
- Cancellation of an Order will be subject to a cancellation fee and any other applicable charges.
- Payment must be received in full for an Order before the Order will commence, unless a formal account has previously been set up.

4. SUB-CONTRACTING AND ASSIGNMENT

- Out of Hand Ltd. may assign the benefit and burden of its rights and obligations resulting from this contract to any third party.
- The Designer, Distributor or Printer may not without Out of Hand's consent sub-contract, assign, transfer or in any other manner make over the benefit and/or burden of its rights and obligations hereunder to any third party. Notice of a proposed assignment by the Designer, Distributor or Printer must be given to Out of Hand Ltd.

5. STANDARD CHARGES

- Subject to any special terms agreed, the Client shall pay the Supplier's Standard charges and any additional sums which are agreed between the Supplier and the Client for the provision of the specified Goods or Service, or which in the Suppliers sole discretion, are required as a result of the Clients instructions or lack of instructions in the inaccuracy of any Input Material or any other cause attributed to the Client.
- The Suppliers Standard Charges and all other costs will be laid out in an invoice to the Client. Any query with regards to Suppliers charges must be raised with the Supplier within 30 days of the invoice tax date.
- The Client must pay the Supplier within the credit terms laid out on the invoice, and without any set-off or other deduction. Clients without a formally set up account with the Supplier must pay the Supplier in full before commencement of an Order.
- Failure to pay the Supplier within the given Terms shall result in immediate removal of any credit facilities and may result in legal action being pursued with interest being charged at the current rate. Any invoice outstanding beyond the given terms may be referred to Daniels Silverman Ltd or equivalent, and will be subject to a further surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all interest, other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
- Out of Hand Ltd shall be able to change the suppliers' Standard charges from time to time and shall be laid out in the Suppliers current pricing documentation.
- All charges quoted to the Client for the provision of the specified Goods or Service are exclusive of Value Added Tax, for which the Client shall be additionally liable at the applicable rate.

6. PROPERTY

The property and any copyright or other intellectual property rights in:

- Any Input Material shall belong to the Client.
- Any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purpose of utilizing the Specified Goods or Service.

7. REFUNDS POLICY, LIABILITY AND INDEMNITY

- Except in respect of death or personal injury caused by Out of Hand's negligence, Out of Hand Ltd. shall be under no liability for any loss or damage (whether direct, indirect, or consequential and including loss of profit, loss of business, depletion of goodwill, loss of business opportunity or loss of savings) howsoever arising which may be suffered by the Client as a result of Out of Hand's actions or failure to act.
- The Supplier warrants to the Client that the Specified Goods or Service will be provided using reasonable care and skill and as far as reasonably possible, in accordance with the Order sheet, and within the times referred to in the Order sheet. Where the Supplier supplies any goods including Output Material supplied by a third party the Supplier does not give any warranty, guarantee or other terms as to their quality fitness or purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, illegible, out of sequence or in the wrong format, or arising from their late arrival or non arrival, or any other fault of the Client.
- The Supplier shall not be liable to the Client or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Suppliers obligations in relation to the specified Goods or Service, if the delay or failure was due to any cause beyond the Suppliers reasonable control.
- Where complaint may arise with any goods or service provided by the Supplier the Client must notify the Supplier in writing within 7 days of receipt of the goods or service.
- If a product is thought to be faulty or incorrect by a customer, and a refund or replacement is required, the original product(s) must be returned to the supplier within 14 days (or it will be deemed to be acceptable by the client).
- Where the Goods are faulty or do not comply with any part of the contract, the Customer must notify the Supplier within 30 days of delivery. Where a mistake has been made in the production or supply of goods or services, Out of Hand Ltd reserves the right to resupply goods without affecting the original terms of the agreement. All goods received from Out Of Hand Ltd must be available for collection by Out of Hand Ltd before any resupply or refund can be undertaken.
- Order cancellations can be made at any point and must consist of a phone call followed by a confirmation email to: complaints@outofhand.co.uk, however the customer must pay in full for any work already carried out on that order at the time of the cancellation.
- The Supplier has the right to cancel a job prior to proofing and printing at their discretion.

8. TERMINATION

- The Client shall be entitled to terminate the Contract at any time by giving not less than three months written notice to the Supplier.
- Either party may at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written or verbal instruction to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary agreement with his or its creditors or has a receiver or administrator appointed.

9. HEADINGS

Headings shall not affect the meaning or interpretation of this contract.

10. SEVERABILITY

If and insofar as any part or provision of these conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of these conditions and the remaining provisions of these conditions shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefor a lawful and enforceable provision, which so far as possible results in the same economic effects.

11. NOTICE

Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be relevant having been notified pursuant to this provision to the party giving the notice and may be delivered personally or by facsimile or email transmission or first-class post. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first-class post) forty-eight hours after posting or at the time of transmission if sent by facsimile or email transmission.

12. GENERAL

- These Conditions (together with the terms, if any, set out in the Order sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in written agreement between the two parties. All other Terms and Conditions, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by the law.
- These Conditions and all other express terms of the contract shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising out of these Conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- No failure or delay by either party in exercising its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

Out of Hand Limited OUTDOOR Terms and Conditions (Outdoor T&C's)



1. OUTDOOR TERMS AND CONDITIONS (T&C'S)

- 1.1. In these Outdoor Terms and Conditions (T&C's), all references to clause numbers shall be references to clauses in these Outdoor T&C's unless stated otherwise.

- 1.2. All terms defined in the Standard T&Cs shall have the same meaning in these Outdoor T&C's and, unless otherwise stated or unless the context otherwise requires:

Advertisement Copy means advertising material (including posters, digital format and any other advertising material) intended for display by us, and includes any advertisement copy approved or deemed to be approved in accordance with clause 4.7.2 of these Outdoor T&Cs;

Artwork means the artwork, information and materials required or requested by us for the purpose of undertaking (or procuring the undertaking of) Production Services;

Copy Deadline means, in respect of when we are undertaking Production Services, either:

- (a) the date by which the Artwork has to be delivered to us, or agreed by us, as specified in the Order or otherwise communicated to you; or (b) if no date is specified in the Order or otherwise communicated to you, two (2) weeks prior to the Start Date;

Copy Approval Guidelines means, in relation to display at the Site Types, any restrictions relating to Advertisement Copy content made available to you (including via our website at www.outofhand.co.uk/outdoor) together with any specific restrictions imposed from time to time by the Landlord relating to Advertisement Copy content;

Design means the service of designing advertising material for use in Advertisement Copy;

Digital Advertisement System means the infrastructure, network, hardware and software used by us for the scheduling, transmission and display of digital format Advertisement Copy at the Sites;

Display Period means, in respect of an Outdoor Campaign (or the relevant part thereof) to be displayed on:

- (a) any traditional format Site Type, the period between the end of the Posting Period for the relevant Site Type and the beginning of the Removal Period for such Site Type;

- (b) any digital Site Type (other than an Interactive Media Site Type), the sequence or proportion of display time specified in the Order or otherwise communicated to you; and

- (c) any Interactive Media Site Type, the period agreed between the Parties;

Draft Copy has the meaning given in clause 4.3 of these Outdoor T&Cs;

End Date means the date specified as the "end date" or the "expiry date" in the Order by reference to which the Removal Period for an Outdoor Campaign shall be calculated (also referred to as the "out of charge date")

Interactive Data means all data which is captured or collected on any Digital Advertisement System using Interactive Media and which has been anonymised so that it does not contain any Personal Data;

Interactive Media means any advertisement which uses online or offline software (including NFC technology but excluding QR technology) or media to engage, and enable the collection of data from, members of the public. Any reference to advertisements in a digital format will include Interactive Media;

Landlord means each person, firm, or company from whom we have a right to display advertising on their property;

Overshow means the display by us of the relevant Advertisement Copy at Sites for a period of time that is beyond the Display Period and/or in excess of the volume of Advertisement Copy that it is required to display pursuant to the Order;

Posting Period means, in respect of each Site Type, the period specified by reference to which we will affix or otherwise initiate the display of Advertisement Copy;

Printing means the service of printing Advertisement Copy;

Production Services means Design and/or Printing (as appropriate);

Production Specifications means the document or documents provided to you containing our technical specifications relating to the provision of Artwork (where we are responsible for Production Services under this Agreement) and the production of Advertisement Copy, including any applicable digital content specifications or traditional format specifications relating to dimensions, format, printing materials, suppliers and/or other printing specifications;

Rebate means any rebate, bonus, refund, incentive, goodwill payment, discount or other benefit provided by us;

Removal Period means, in respect of each Site Type, the period specified by reference to which we will remove displays of Advertisement Copy, subject to the terms of this Agreement;

Sites means the locations at which we display Advertisement Copy, including (but not limited to) each of the Site Types;

Site Types means the different types of advertising format for the specified locations as listed in the order confirmation.

Special Advertisement means special advertisement products offered by us including "3D Billboard", "Spill Board", "Hoarding Painting", "Site Takeover", "Vinyl Wrap", "Wall Mural", "Golden Square", "Framed Spectacular", "Special Build 4 sheets", "Special Build 48 Sheet", "Banner" and any other product designated as a "Special Advertisement" in the Order or otherwise;

Start Date means the date specified as the "start date" in the Order by reference to which the Posting Period for an Outdoor Campaign shall be calculated;

2. DISPLAY OF ADVERTISEMENT COPY

- 2.1. We will, subject to the terms of this Agreement and unless otherwise agreed, procure that at least the agreed value of Advertisement Copy is affixed or displayed at available Sites for the full Display Period. We may remove Advertisement Copy in accordance with the relevant Removal Period(s), provided always that (unless otherwise agreed) we shall be entitled to display Advertisement Copy beyond the End Date at no cost to you.

- 2.2. The agreed value of Advertisement Copy will, on each day during the Display Period, be 95% of the daily value of Advertisement Copy set out in the Order, provided that, if a daily value of the Advertisement Copy is not set out in the Order, this will be calculated as the total value for the Display Period divided by the number of days in the Display Period.

- 2.3. In calculating the value of Advertisement Copy displayed in connection with this Agreement (including for the purposes of calculating the value of any Overshow or any compensation based on a failure to display the agreed value of Advertisement Copy) the rates set out in the Order (or the rates on which a price set out in the Order has been calculated) will be applied, but without taking account of any Rebate. Where the Order identifies specific Sites at which the Advertisement Copy is to be displayed, the value of any Advertisement Copy displayed at different Sites than those identified will be calculated on the basis of rates determined using similar methodology to the methodology used to calculate the rates set out for the specific, named Sites (e.g. applying the same percentage reduction from our standard rate card).

- 2.4. Where we have agreed in writing to a change of Advertisement Copy on display at a given Site commencing on a stipulated date, we will complete such change within the applicable Posting Period as if the stipulated date were the Start Date for a new Outdoor Campaign, provided we have received the relevant Advertisement Copy or Artwork in accordance with clause 3 of these Outdoor T&Cs.

- 2.5. We reserve the right to use our discretion in selecting which Advertisement Copy to display at which Sites and to substitute planned Sites for other Sites of a similar quality where the planned Sites are not available or we otherwise consider this is necessary or desirable. If no Sites of a similar quality are available, we will, at our sole discretion, either: (a) refund the pro-rated part of the Fee (excluding the Costs) that relates to the remaining Display Period for the Advertisement Copy that is not, or is no longer, displayed, in which case we will have no further obligation to display that Advertisement Copy; or (b) provide an Overshow with an equivalent value to the value of the remaining Display Period for the Advertisement Copy that is not, or is no longer, displayed.

- 2.6. In addition, you agree that we may re-format or make such minor alterations to Advertisement Copy as may in our reasonable opinion be necessary in order for us to comply with the Landlord's requirements or to ensure compatibility with Sites or in order to accommodate slight variations in inventory requirements of the same Sites.

- 2.7. The Fee in respect of the Outdoor Campaign includes the maintenance of display of Advertisement Copy at Sites in good condition (including where necessary replacing Advertisement Copy) provided that, where we are not responsible for production of Advertisement Copy, we have been supplied with any necessary replacement Advertisement Copy requested by us from time to time in accordance with clause 3 of these Outdoor T&Cs

- 2.8. We will only provide photographs of displayed Advertisement Copy at Sites (or any other form of posting report) if expressly agreed in the Order. To the extent that we have agreed to provide posting reports, we will provide the same in our customary form (including as to the nature and level of detail of any information included) and within our customary time frame for producing such reports.

3. SUPPLY OF MATERIAL

- 3.1. In the case of an Outdoor Campaign where advertisements are to be displayed in a traditional (non-digital) format, all Advertisement Copy and Artwork (subject to any other terms specified in the Order) is to be delivered, carriage paid and at your risk, to us at the place(s) and within the time specified in the Order or otherwise communicated to you (and if no time is specified in the Order or otherwise communicated to you, no later than two (2) weeks prior to the Start Date). Subject to clause 3.3 of these Outdoor T&Cs, all Advertisement Copy shall be printed and shall be supplied to us in accordance with the Production Specifications for the relevant traditional media Sites.

- 3.2. In the case of an Outdoor Campaign where advertisements are to be displayed in a digital format, all Advertisement Copy and Artwork (subject to any other terms specified in the Order) is to be delivered in the specified electronic format to us within the time specified in the Order or otherwise communicated to you (and if no time is specified in the Order or otherwise communicated to you, no later than two (2) weeks prior to the Start Date) by the specified delivery method. Subject to clause 3.3 of these Outdoor T&Cs, all Advertisement Copy shall be supplied to us in accordance with the Production Specifications for the relevant digital media Sites.

- 3.3. If the Order includes the provision of Production Services by us then you will provide all necessary Artwork and any other information or detail to us by the Copy Deadline. If we are providing Design in accordance with clause 4 of these Outdoor T&Cs, you will provide all necessary Artwork (if any) and any other information or detail to us not less than two (2) weeks prior to the Copy Deadline (excluding any elements to be created by us if we are undertaking Design pursuant to clause 4 of these Outdoor T&Cs). You will supply any imagery print ready (at least 300 dpi) and any illustrations (including logos) in Vector format.

- 3.4. To the extent that:

- 3.4.1. any Advertisement Copy delivered to us does not comply with all relevant Production Specifications; or

- 3.4.2. any Advertisement Copy or Artwork is not delivered in the specified electronic format or by the specified delivery method, then the Advertisement Copy or Artwork (as appropriate) will be deemed not to have been delivered in accordance with this clause 3 of these Outdoor T&Cs. The Parties acknowledge that an approval or acceptance of Advertisement Copy or Artwork by us is an affirmation that the Advertisement Copy or Artwork meets the Production Specifications, and not that the Advertisement Copy or Artwork complies with the Advertising Standards or the warranties set out in clause 7 of the Standard T&Cs or clauses 3.9 and 4.2 of these Outdoor T&Cs.

- 3.5. If you fail to deliver Advertisement Copy or Artwork in accordance with this clause 3 of these Outdoor T&Cs, we are not obliged to display the non-compliant or undelivered Advertisement Copy but you shall, nonetheless, be liable to pay the corresponding portion of the Fee in full. Upon delivery of the Advertisement Copy or Artwork, we will use reasonable endeavours to provide the Production Services and/or display the non-compliant or late Advertisement Copy but without any commitment to post such Advertisement Copy within the relevant Posting Period(s) or for the full Display Period and shall not be obliged to provide any posting reports. Any part delivery of the Advertisement Copy or Artwork, delivery in the incorrect format, or delivery not meeting the Production Specification or any of the provisions of this clause 3 shall be deemed to be no delivery for the purposes of this clause 3.

- 3.6. Delivery of Advertisement Copy shall be deemed not to have been made until the relevant posting instructions (if any) for that Advertisement Copy, together with the Outdoor Campaign reference number, have been given to us. If Advertisement Copy is delivered to our premises without an Order Number noted on the delivery, then delivery will be deemed not to have been made.

- 3.7. Where we are not undertaking Production Services, you will supply us with an adequate amount of Advertisement Copy to complete the initial display plus an adequate number of spares. The minimum requirements for spare posters are stated on the Production Specifications (as appropriate) provided by us.

- 3.8. You will ensure that all Advertisement Copy and Artwork complies with the Copy Approval Guidelines. We will not be obliged to display, and may remove or discontinue the display of, Advertisement Copy which does not comply with the Copy Approval Guidelines. If we do not display the Advertisement Copy because it does not comply with the Copy Approval Guidelines, you will be obliged to pay the applicable portion of the Fee in respect of any period during which the Advertisement Copy was not displayed except where:

- 3.8.1. you can demonstrate to our reasonable satisfaction that you provided the Advertisement Copy and Artwork in good faith and at the time of providing the Advertisement Copy and Artwork (as applicable) you were not aware that it did not comply;

- 3.8.2. the Advertisement Copy and Artwork does not breach any of the warranties in clause 7 of the Standard T&Cs or in clauses 3.9 and 4.2 of these Outdoor T&Cs; and

- 3.8.3. you are not in breach of any other obligations of this Agreement.

- 3.9. You expressly permit us to photograph the Advertising Copy on all Sites and use such photographs in any and all marketing materials.

3.10. You warrant and undertake that (including where we are responsible for design and production of Advertisement Copy) all Advertisement Copy will comply with the Advertising Standards, the Copy Approval Guidelines and any restrictions imposed by the Landlord relating to the relevant Sites made known to you by us prior to the delivery of such Advertisement Copy provided that, if we are responsible for Design, you will not be responsible for any infringement of any third party rights in any design that was added by us unless we indicate at the time of providing the Draft Copy that we have not procured the relevant rights. You covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by any of them, arising out of or in connection any breach by you of this clause 3.9 or clause 7 of the Standard T&Cs.

4. PRODUCTION SERVICES

- 4.1. If specified in the Order and provided that Artwork is supplied to us in accordance with clause 3 of these Outdoor T&Cs, we will: (a) procure Printing; and/or (b) undertake the Design on the terms of this clause 4 of these Outdoor T&Cs. We warrant that we will procure Printing and/or undertake the Design (as appropriate) using reasonable skill and care.
- 4.2. You hereby grant us a non-exclusive licence of all Intellectual Property Rights (IPR) in and to the Artwork reasonably required by us to design Advertisement Copy and to perform our other obligations in this Agreement without infringing any third party's rights. Without prejudice to any other provision of this Agreement, you warrant that you have the right, capacity, power and authority to give the licence contained in this clause 4.2. You covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by any of them, arising out of or in connection with a claim by a third party that the use of the Artwork as contemplated by this Agreement infringes that third party's rights.
- 4.3. Following receipt of the Artwork in accordance with clause 3 of these Outdoor T&Cs, if you have specifically requested, we will provide you with an electronic copy of the draft Advertisement Copy ("Draft Copy"). By default, we don't provide an electronic copy of supplied "Draft Copy" unless specifically requested by you.
- 4.4. Upon receipt of the Draft Copy, you will promptly (and, in any case, in no more than three (3) Working Days) accept or reject the Draft Copy by notice in writing to us. Subject to clause 4.6 of these Outdoor T&Cs, where you reject any Draft Copy (or revised Draft Copy), we will endeavour to produce revised Draft Copy for your approval, and upon receipt of any such revised Draft Copy, you will within one (1) Working Day accept or reject the revised Draft Copy by notice in writing to us. You undertake to provide us with such information as we may reasonably request to facilitate the performance by us of our obligations in this clause 4.4.
- 4.5. Where Design is included in the Fee or is otherwise stated to be free of charge in respect of any Outdoor Campaign, you will be entitled to the initial Draft Copy and no more than three (3) revised drafts of the same (provided that we have complied with the warranty set out in clause 4 of these Outdoor T&Cs). All further Design work undertaken by us shall be charged at our standard rate of £40 for each subsequent revised draft.
- 4.6. We will be under no obligation to provide revised Draft Copy to the extent that the Draft Copy or any revised Draft Copy provided by us acting in good faith has not been approved by you by the date which is three (3) Working Days before the Copy Deadline for the relevant Outdoor Campaign.
- 4.7. To the extent that:
 - 4.7.1. the Artwork is not provided in accordance with clause 3 of these Outdoor T&Cs; or
 - 4.7.2. by the date which is at least three (3) Working Days before the Copy Deadline, you have not approved the Draft Copy or any revised Draft Copy in accordance with clause 4.3 of these Outdoor T&Cs, then you will be deemed to have cancelled the relevant Outdoor Campaign and you will pay the Fee for the relevant Outdoor Campaign in full. You acknowledge that time is of the essence in the production and posting of Advertisement Copy and that this provision is the minimum required to ensure that Advertisement Copy is ready for display in good time.
- 4.8. Any Draft Copy approved by you shall be Advertisement Copy for the purposes of this Agreement. For the avoidance of doubt, if you have requested an electronic copy of the draft Advertisement Copy ("Draft Copy"), we will be under no obligation to display any Draft Copy which you have not approved in writing in accordance with this clause 4.8.

5. LIABILITY FOR DISPLAY OF ADVERTISEMENT COPY

- 5.1. We will not be liable for any damage to any Advertisement Copy or incorrect or non-display of any Advertisement Copy if the defect is remedied within seven (7) Working Days after receipt of notification. To the extent that you are responsible for the production of Advertisement Copy and we do not have sufficient replacement Advertisement Copy in stock to remedy the defects, this deadline will be extended until the date which is seven (7) Working Days after such stock is made available to us.
- 5.2. You acknowledge and agree that, in circumstances where we no longer have any obligation to display Advertisement Copy (whether or not this is as a result of a breach by you of the terms of this Agreement) it is reasonable for the Fee in respect of the Outdoor Campaign (or the relevant part of the Fee) to be payable as set out in this Agreement given our administrative costs, cost of sales and design, and the impracticality of calculating how much revenue is earned from any alternative advertising that may be displayed at the relevant Sites.
- 5.3. For the avoidance of doubt we will have no obligation to, and consequently no liability in respect of a failure to, display the agreed value of Advertisement Copy to the extent clauses 3.5, 3.8, 6, 8 or clause 7 of the Standard T&Cs (or any other clauses of this Agreement which permit us not to display Advertisement Copy) apply, save as expressly set out in such clauses.
- 5.4. Our liability to you for a failure to display, as required by this Agreement, the agreed value of Advertisement Copy on any day(s) during the Display Period of the relevant Outdoor Campaign will be limited to an amount calculated in accordance with the following formula:
Limit for the relevant day = Per Day Fee x (1 - (Value Displayed / Agreed Value)) where:
Agreed Value means the agreed value of Advertisement Copy for the relevant day, as determined in accordance with clause 2.2 of these Outdoor T&Cs;
Per Day Fee means the Fee payable for the relevant day (which will, unless a per day Fee is expressly set out in the Confirmed Order, be calculated as the total Fee payable divided by the number of days in the Display Period);
Value Displayed means the value of Advertisement Copy actually displayed on the relevant day, as calculated in accordance with clause 2.2 of these Outdoor T&Cs.
For example, if on any day during the Display Period, the Per Day Fee is £10,000 and the Agreed Value is £9,500, but we only display Advertisement Copy with a value of £2,375, the limit on liability for that day will be £7,500 (i.e., £10,000 x (1 - (£2,375/£9,500))).
- 5.5. We may elect to satisfy any liability to you by providing an Overshow of Advertisement Copy of equal value to such liability or, if agreed between the Parties, the display of different Advertisement Copy (including new Artwork). Such Overshow shall be determined by us and may take place during or after the Display Period and may involve the display of additional Advertisement Copy (including new artwork) at substitute Sites and/or at additional Sites. Any such remedy will constitute a complete discharge of our liability.

6. FORCE MAJEURE

- 6.1. The due performance of this Agreement in relation to any Outdoor Campaign is subject to suspension, variation or cancellation by us (in whole or in part) owing to Force Majeure.
- 6.2. You will remain obliged to pay the Fees in respect of an Outdoor Campaign notwithstanding any Force Majeure. For the first three (3) consecutive days of any Force Majeure we will have no liability for failure to display the Advertisement Copy,

regardless of how long the Force Majeure ultimately lasts. If the Force Majeure continues for more than three (3) days we will be liable to you for the failure to display after such three (3) day period, and the liability for each day following such three (3) day period will be calculated and discharged in accordance with clauses 5.4 and 5.5 of these Outdoor T&Cs, meaning that we may satisfy our liability by (at our election) providing an Overshow or by paying the appropriate amount to you. Otherwise, we will not have any other liability as a result of a suspension caused by a Force Majeure. If the Force Majeure continues for more than ten (10) consecutive days, either Party may terminate this Agreement in whole or in respect of all Sites within an Outdoor Campaign that continue to be affected by the Force Majeure (e.g. either Party may terminate this Agreement only in respect of all Sites within the Outdoor Campaign that have been specifically affected by the Force Majeure without terminating it for Sites that are not affected by the Force Majeure), provided that if one Party has served a notice to terminate for the Sites affected by the Force Majeure, the other Party may not subsequently serve a notice to terminate this Agreement in whole.

- 6.3. You acknowledge that notwithstanding any sequence or proportion stated in the Order, the display of Advertisement Copy on certain digital Sites is subject to interruption or obstruction. The Order and the definition of Display Period shall be interpreted accordingly. In addition, you acknowledge that the display of Advertisement Copy on Sites generally may be subject to interruption or obstruction as a result of unplanned or emergency works of the Landlord. If such interruption or obstruction continues for a period of more than five (5) days, we:
 - 6.3.1. may (at our sole discretion) terminate our obligation to display the affected Advertisement Copy; and
 - 6.3.2. will, whether or not we terminate our obligation to display the affected Advertisement Copy, either (at our sole discretion): (i) refund the pro-rated part of the Fee that relates to the affected duration, excluding the period of five (5) days, of the Display Period for the affected Advertisement Copy; or (ii) provide an Overshow with an equivalent value to the value of the affected duration, excluding the period of five (5) days, of the Display Period for the affected Advertisement Copy.
- 6.4. Other than as set out in clause 6.2 and clause 6.3 of these Outdoor T&Cs we will not be liable for loss of or damage to or any adverse impact on the display of any Advertisement Copy as a result of any Force Majeure.
- 6.5. We will not be liable for any vandalism. While we will use reasonable endeavours to repair vandalised Advertisement Copy where possible, you will be liable for the supply (or cost of supply) of any replacement Advertisement Copy.

7. CANCELLATION OF OUTDOOR CAMPAIGNS

- 7.1. Where you have cancelled an Outdoor Campaign or have been deemed to have cancelled an Outdoor Campaign (whether under clause 3 of the Standard T&Cs or otherwise), we will be entitled to sell the Sites relating to the cancelled Outdoor Campaign to third parties irrespective of whether you have complied with the payment obligations for cancellation.
- 7.2. Cancellation may only relate to a whole, not part, of an Outdoor Campaign. References to the Fee mean the applicable portion of the Fee which relates to the Outdoor Campaign. Where an Order covers more than one Outdoor Campaign, that part of the Fee that relates to the cancelled Outdoor Campaign.
- 7.3. In the event of cancellation, we may continue to display any Advertisement Copy and may enter into any agreements with third parties as we consider appropriate to secure payment for continuing such display.
- 7.4. If you cancel an Outdoor Campaign, you must pay to us the following proportion of the Fee plus all Costs incurred by us in relation to such Outdoor Campaign (including in relation to Production Services) up to the date of such cancellation:

| Length of notice prior to scheduled start date of Outdoor campaign | % of Fee payable (plus all Costs) | | |
|--|-----------------------------------|------------------------------|------------------------|
| | Digital format | Non-digital format (classic) | Special Advertisements |
| 14 days or less | 100% | 100% | 100% |
| Between 15 and 30 days | 90% | 90% | 100% |
| Between 31 and 45 days | 70% | 50% | 90% |
| Between 46 and 60 days | 0% | 25% | 70% |
| Between 61 and 75 days | 0% | 0% | 40% |
| Between 76 and 90 days | 0% | 0% | 30% |
| More than 90 days | 0% | 0% | 15% |

- 7.5. Subject to clause 8 of the Standard T&Cs, you may cancel the Campaigns you have booked with us by giving written notice to us after the Campaign has started, but you must pay the Fee in full plus all Costs incurred by us up to the date of cancellation.
- 7.6. For the avoidance of doubt a cancellation under this clause 7 does not constitute a breach of this Agreement, although a failure to pay the relevant cancellation charge will constitute a breach of this Agreement that gives rise to a debt claim which can be brought by us against you.
- 7.7. For the avoidance of doubt, if this Agreement relates to more than one Campaign, should one or more but not all Campaign(s) be discontinued, curtailed or not delivered or displayed in any manner (in accordance with the terms and conditions hereof), this Agreement shall continue in full force and effect in relation to the remaining Campaign(s).
- 7.8. For the avoidance of doubt, a termination notice must be served in accordance with the Standard T&Cs.

8. REMOVAL FOR PURPOSES OF LANDLORD'S UNDERTAKING

- 8.1. If the Landlord at any time in its absolute discretion rejects any Advertisement Copy or requires the display of Advertisement Copy at his property to be removed, interrupted, discontinued, suspended, varied or cancelled then we may reject, remove, interrupt, discontinue, suspend, vary or cancel such display of Advertisement Copy without prior notice and upon any such action of the Landlord we may cancel the Outdoor Campaign whether wholly or in part notwithstanding anything therein contained. In the event of such cancellation, our liability is limited as outlined in clause 8.2 of these Outdoor T&Cs.
- 8.2. In the event of non-display, removal or discontinuance, or any suspension, variation or cancellation by us in accordance with clause 8.1 of these Outdoor T&Cs, you will pay the Fee relating to the Sites in question up to and until the time at which the display is discontinued together with any other Fees due and owing under this Agreement. We will not be liable to pay any Losses as a result or in respect of such termination, non-display, removal or discontinuance, or any suspension, variation or cancellation of advertising.
- 8.3. You acknowledge that the Landlord may share rejected, removed, interrupted, discontinued, suspended, varied or cancelled Advertising Copy with other media-owners that manage other parts of the Landlord's media estate for the purposes of ensuring that such Advertising Copy is rejected, removed, interrupted, discontinued, suspended, varied or cancelled across the whole of its media estate.

9. SURPLUS MATERIAL

- 9.1. If any Advertisement Copy in our possession is not collected within ten (10) days from the end of the Removal Period for the relevant Outdoor Campaign then the same shall become our property and be disposed of in such manner as we shall in our absolute discretion decide.

- 9.2. Any digital copies of Artwork or Advertisement Copy in our possession will be kept on file for not less than two (2) years (or such longer period as may be required by law) unless instructed by you to be deleted, after which time such copy shall be disposed of in such manner as we shall decide. You hereby grant us a revocable non-exclusive licence of the IPR in such Artwork and Advertisement Copy for the purpose of giving effect to this clause 9.1.

10. RIGHTS IN AND USE OF THE INTERACTIVE DATA

- 10.1. You acknowledge that all IPR in the Interactive Data shall on creation belong to us to the fullest extent permitted by law. To the extent that these rights do not vest in us automatically, you will hold them on trust for us and shall, at your own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all further documents, required by law or which we reasonably request, to vest in us the full benefit of the right, title and interest assigned to us under this Agreement.
- 10.2. We hereby licence the IPR in the Interactive Data to you to use for your internal business purposes only. You must not license the use of such Interactive Data to any third party.
- 10.3. To the extent that we are not in possession of the Interactive Data on termination of this Agreement, you will supply all Interactive Data to us in any format reasonably requested by us.

11. RENEWABLE CAMPAIGNS

- 11.1. Outdoor Campaigns that are specified as "renewable", whether in an Order or otherwise agreed in writing by us, may be renewed by giving written notice to our Sales Administration Customer Services Department at least twelve (12) weeks prior to the End Date for the relevant Outdoor Campaign. On receiving notice of a renewal, we will use reasonable endeavours to offer sufficient Sites so that you may book the same numbers and types of Sites, and for the same duration, as you booked for the relevant campaign in the original Order. However, any renewal is strictly subject to the Parties agreeing the commercial terms of the renewal (including any amendments we may require to the financial terms) and entering into a new agreement for the same. The renewal will only become binding on us once a new Order has been issued and accepted in accordance with the terms of this Agreement. To the extent that the Parties have not entered into a binding agreement relating to the renewal of an Outdoor Campaign at least eight (8) weeks prior to the End Date for the relevant Outdoor Campaign, you will be deemed to have withdrawn your notice of renewal and we will be under no obligation to reserve any Sites for the renewal of such Outdoor Campaign.

Out of Hand Limited Edinburgh Festival Fringe 2024 Outdoor Advertising Terms and Conditions



1. DEFINITIONS

- 'Advertiser' means any person firm or company who enters into an Order to display Advertising Copy and shall include an Advertiser's successors in title.
- 'Advertisement Copy' means posters and any other advertising material intended for display by the Contractor in a physical copy format.
- 'Charges' means those charges set out on the Order Confirmation.
- 'Contractor' means Out of Hand Limited who accepts an Order
- 'In Charge Date' means the date specified on the confirmation email.
- 'Month' means 28 days.
- 'Order' means an order which incorporates these General Terms and Conditions of Contract and the Order Confirmation given by an Advertiser to and accepted by the Contractor for the display of Advertisement Copy.
- 'Order Confirmation' means a document sent to the Advertiser setting out the key terms agreed between the parties including without limitation the panels booked and the fees applicable.
- 'Terms and Conditions' means these terms and conditions set out herein.
- 'Working Day' means from Monday to Friday inclusive except any Bank or Public Holiday.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- These Terms and Conditions shall be deemed to be incorporated in contracts arising from Orders for the display of Advertisement Copy offered by the Advertiser and accepted by the Contractor.
- 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 Advertisement Copy.
- 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.
- 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 48 Working Hours of the Order Confirmation or by no later than 30 days prior to the In Charge Date (whichever is earlier) then the Order will be deemed binding on the Advertiser in any event.
- 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.
- Orders will be for the period specified on the Order Confirmation.

3. PRODUCTION OF ADVERTISING COPY

Where Advertising Copy will be printed by the Contractor

- In this clause:
"Advertising Copy Production Services" means the production services of Advertising Copy the Advertiser engages the Contractor to undertake in return for payment of the sums set out on the Order Confirmation; and
"Initial Artwork" means the initial design work submitted by the Advertiser to the Contractor for the Contractor to use to produce the Advertising Copy unless the parties agree the Contractor shall produce such Initial Artwork for the Advertiser.
- Where the Advertiser is to produce the Initial Artwork, the Advertiser shall submit such Initial Artwork to the Contractor by no later than 31st May 2024 (bar second release sales). The Advertiser agrees to supply the Contractor with the Initial Artwork as finished digital artwork (via our website www.outofhand.co.uk).
- Where the Contractor has agreed to produce the Initial Artwork, the Contractor shall by no later than 31st May 2024 provide to the Advertiser the Initial Copy for the Advertiser's approval of the design. If the Contractor does not receive the Advertiser's approval by 31st May 2024, the Advertiser shall be liable to pay in full for the Initial Artwork services and Advertising Copy Production Services.
- The Advertiser shall pay for such Initial Artwork services if applicable pursuant to clause 3.2 (c) and/ or Advertising Copy Production Services within 48 hours of order confirmation unless credit facilities have been applied for and agreed. In all instances there is a min 25% deposit on orders for this project. The Contractor will clearly state payment terms on order confirmations. The Advertiser acknowledges and accepts that production of Advertising Copy will not commence by the Contractor unless full payment is received as per credit agreement stated.
- The Advertiser acknowledges and accepts that in the event that:
 - the Advertiser fails to provide full payment by such deadline specified in clause 3.2 (d); and/ or
 - the Advertiser fails to provide Initial Artwork by such deadline specified in clause 3.2 (b) (which may result in late posting), the Advertiser shall be charged for and agrees to pay for the advertising panels booked on the Order Confirmation from the In Charge Date and not the date of actual posting of Advertising Copy (irrespective of whether a failure to provide Initial Artwork by such deadline results in late posting or not).
- The Advertiser agrees to provide the Contractor with a supply of additional posters being 20% of the posters ordered. If supplied, such additional posters will be used by the Contractor in the event of theft or damage to posted Advertising Copy. The Contractor shall not be liable for replacement of any Advertising Copy in the event of theft or damage to the Advertising Copy howsoever caused whether in transit or after posting.
- If the Contractor produces the Initial Artwork all intellectual property rights vested in such Initial Artwork shall belong solely to the Contractor save that the Contractor may agree to sell such intellectual property rights to the Advertiser on request at a fee to be agreed.

4. ACCEPTANCE AND DISPLAY OF ADVERTISEMENTS

- The Contractor shall supply the Advertiser with proof of posting if requested by the Advertiser in writing prior to the In Charge Date.
- Subject to clause 3 all campaigns booked within the first release shall be posted by

29th July 2024 / second release by 2nd August 2024. Advertising Copy will be posted no later than this date and will remain in place for the duration of the campaign, unless there are circumstances beyond the contractors control, such as Operation Menai Bridge, other major incidents and acts of terrorism. This may include the removal of advertising structures and materials. If this is the case, there will be no refund or supplementary advertising offered.

- All rates include the maintenance of the display in good condition provided the Advertiser has made available to the Contractor replacement Advertisement Copy in accordance with clause 3.
- Where the Advertiser requires a change of posters in respect of which a separate charge is to be made, this is by special arrangement only, in writing between the Advertiser and the Contractor. The Contractor shall complete any change within 48 Working Hours after the stipulated date provided the Contractor has received the posters in accordance with the above. Unless otherwise agreed by the Advertiser the Contractor shall not commence such change before the stipulated date.

5. CANCELLATION

- If the advertising site booked is converted to an alternative site, the Contractor shall notify the Advertiser within 28 days of 15th July 2024 that such conversion is to take place. At the end of this notice period the converted site will be deemed deleted from the Order Confirmation and will no longer form part of the Order (the remaining sites being unaffected) and will be subject to a new agreement.
- The Advertiser may cancel an Order in writing up to 16th June 2024 (for second release sales, no cancellations are allowed) written notice should be issued to the Contractor. The following terms will apply if the Advertiser terminates an Order: Order cancellations should be sent to fringe@outofhand.co.uk or by recorded post to Out of Hand Ltd, Hebron House, Sion Road, Bristol, BS3 3BD. Cancellations are not confirmed until you have a written response from the Contractor.
 - If the order is cancelled within 48 working hours of order confirmation, the Order can be cancelled with no Charges applied;
 - If the 48 hour cooling period has expired but cancellation is prior to 31st May, a 10% cancellation fee will apply, cancellations received between 1st - 16th June 2024 are subject to a 50% cancellation fee. Cancellations from 17th June 2024 onwards are subject to 100% cancellation fee. Second release sales are subject to no refunds.
 - If the Edinburgh Fringe is cancelled, depending on the date of cancellation, the same fee's will apply as stated in point 5.2.2.

6. ACCOUNTS

- Invoices shall be sent to the Advertiser at the address given on the Order Confirmation unless the Parties agree otherwise.
- All orders are to be paid proforma within 48 working hours of order confirmation unless a credit account has been applied for and approved by the Contractors Account Department. All orders on credit accounts are subject to a min 25% deposit, exact deposit amount required will be sent in writing to the Advertiser. Once the deposit amount required by the Contractor has been sent in writing to the Advertiser, this must be paid within seven days to confirm the order. Any unpaid deposits may result in the order being cancelled, subject to clause 5. All credit terms and deposit amounts will be agreed in writing by the contractor.
- 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.
- The Contractor shall have the right to cancel any Order in which payment is overdue, this includes deposit amounts.
- 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 g) below.
- Where so stipulated by the Contractor at the time of accepting an Order accounts shall be paid not later than the date of payment issued in writing by the Contractor. 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 Advertiser.
- 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 c) to e) inclusive above. Failure to make part payment in such cases will at the Contractor's discretion invoke clause 6 c) and/or d).

7. WARRANTIES, LIABILITY AND INDEMNITY

- 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 assuming that the Advertiser has complied fully with the warranties and undertakings listed in clause 7 (b) below.
- The Advertiser warrants and undertakes that:
 - All its Advertisement Copy 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 Committee current from time to time;
 - 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 Advertisement Copy or the appearance of any person in its Advertisement Copy;
 - No Advertisement Copy 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
 - 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 Advertisement Copy or matter supplied by or displayed for the Advertiser.
 - The Contractor, whose decision shall be final, 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 for any reason including Advertisement Copy;
 - Which does not comply in all respects with the Advertiser's warranties and undertakings detailed above;
 - Which the Contractor is required to remove from any of its advertising sites upon the direction or request of any relevant authority.

- 7.2.8. Where the advertiser is not listed with the Fringe Society or its venue.
- 7.2.9. The due performance of any Order is subject to suspension variation or cancellation by the Contractor owing to Acts of God, Force Majeure, strikes, lock-outs, inclement weather, legal restrictions, or the 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 Advertiser the full rate for the sites in question for the full contract period together with any other monies due and owing by the Advertiser to the Contractor. The Contractor shall not be liable for any damages, costs, expenses to the Advertiser as a result of such suspension, variation or cancellation, as mentioned in Section 4.3. This will include Operation Menal Bridge.

- 7.3. The Contractor shall not be liable for loss of, or damage to, any Advertising Copy supplied to the Contractor whether in transit or after posting.
- 7.4. If the Contractor shall be liable for:
- 7.4.1. the non-display or incorrect display of any Advertisement Copy being due to the Contractor's negligence or direct actions; or
- 7.4.2. damage to the Advertising Copy during the posting process being due to the Contractor's negligence or direct actions, or
- 7.4.3. 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 by 19th August 2024 stating that they are to be held for collection.

8. CREDIT CLAIMS FOR DAMAGED, INCORRECT OR NON-DISPLAY

- 8.1. Without prejudice to clause 8 (b), the Contractor shall not be liable for credit:
- 8.1.1. if the Advertisement Copy or Initial Artwork has not been delivered in accordance with the conditions outlined in clause 4.
- 8.1.2. in respect of any damage to any Advertisement Copy caused by the Contractor on posting or the incorrect or non-display of any Advertisement Copy, if the defect is remedied within 3 Working Days after receipt of notification and the Advertiser has provided the Contractor with sufficient replacement posters to remedy the defects.
- 8.2. All claims for credits should 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. The Contractor will only consider a credit claim if it has been notified of a fault in accordance with clause 8.
- 8.3. If applicable, credits will be agreed for individual panels 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.
- 8.4. The Contractor shall not be liable to give credit in respect of faulty displays if the defect is remedied within 3 Working Days after receipt of notification in accordance with clause 8. Address: Out of Hand Ltd, Hebron House, Sion Rd, Bedminster, Bristol, BS3 3BD. Email: fringe@outofhand.co.uk

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

- 10.1. The Contractor reserves the right to change its advertising rates or any material change in any of these Terms and Conditions without 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.
- 10.2. 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 including but not limited to the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010 ("Relevant Requirements"). 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 and Scottish Law and the parties submit to the exclusive jurisdiction of the Courts of England and Scotland.