

DEFINITIONS

- a) 'the Company' means M Media Group Ltd.
- b) 'the Client' means those advertisers for whom the Company is displaying advertising material, creating advertising materials, or carrying out any other kind of advertising or promotion.
- c) 'the Vehicles' principally means those forms of mobile advertising display units and LED screens operated by the company, but include any other form of advertising unit such as experiential installations and promotional staff.
- d) 'The Display' means advertising material, posters or digital content produced by the Company or Client.

GENERAL TERMS AND CONDITIONS

Unless otherwise agreed in writing by the Company, these conditions shall override any terms or conditions stipulated, incorporated, or referred to by the Client in its order or negotiations. The Company shall be entitled to sub-contract the performance of the whole or part of the contract with the Client without prior notice to the Client.

If the Client is to provide advertising materials required for the campaign, then these materials must be delivered to the company 5 (five) working days before the start of the campaign.

If the Company is to produce posters for the campaign, then except by special arrangement, the necessary materials should be received by the Company 7 (seven) working days before the in-charge date (unless otherwise agreed by the Company).

Surplus posters, banners, and other advertising materials shall be recycled after each campaign unless the Client instructs otherwise in writing.

Unless otherwise agreed in writing, the Company shall not be liable to pay compensation for the late delivery of advertising materials or artwork.

Details of the areas to be covered during the campaign and any specific instructions as to reporting and or photo calls must be confirmed in writing by the Client at least 48 hours before the start of the campaign. If the Client fails to provide full written details of the campaign brief and any special instructions before the start of the campaign, then the Company shall be entitled to complete the campaign using its reasonable interpretation of the Client's intentions, and any dispute in this respect shall not be a cause for withholding payment or claiming compensation.

It is the Client's responsibility to ensure that all and any promotional materials to be used during the campaign comply with:

The British Code of Advertising Practice

All and any orders made by a Court of Competent Jurisdiction.

All and any supplementary guidelines laid down from time to time by the Advertising Standard Authority.

LIABILITY FOR ADVERTISING CONTENT

Any advertising shown on the instructions of the Client which subsequently causes claims, legal action, or any types of proceedings against the Company, for whatever reason, will be deemed to be the sole responsibility of the Client, and the Client shall indemnify and hold the Company and its employees harmless against any loss or costs incurred as a consequence of such claims or actions.

PROVISION OF PROMOTIONAL STAFF AND ENTERTAINERS

If the Company provides Staff, Brand Ambassadors ("Personnel") and in the event that the Client is not satisfied with Personnel provided, the Client must notify the Company within 3 (three) hours of the event starting. If the Client does not so notify the Company, the Client shall be deemed to have accepted the Personnel, and the Company will accept no liability in respect thereof, and the Client shall not be entitled to reject the personnel or claim a reduction in the charge or any compensation.

In the event of the Personnel arriving late, the Company will ensure that the Personnel will make up any lost time. In the event of Personnel being unavailable through illness or any other reason, the Company shall endeavour to replace the Personnel within the first 2 (two) hours, and financial reimbursement shall be agreed between the Company and the Client, on a case-by-case basis, proportional to the hours lost.

In the event of one of the Personnel not arriving on-site and no replacement is found, the Client shall not be liable for the day or days lost.

Normal hours worked on each campaign day will be eight (8) consecutive hours usually between the hours 08.00 and 20.00 hrs. Any hours over the 8 hours will be charged for unless agreed before the campaign start date. A separate rate will be charged for 'unsocial' hours.

FORCE MAJEURE AND UNFORESEEN DELAYS

The Company will not be responsible for any delays or changes to the agreed campaign if these delays are brought about by any reasons beyond the company's control, including war, riots, strikes, trade disputes, traffic conditions, inclement weather conditions, mechanical breakdown, or late delivery by a courier company.

CONFIDENTIALITY

All information, including without limitation, know how, quotations, specifications, drawings, prints, schematics, software, coding and any other engineering, technical or pricing data or information submitted by the Company to the Client in a quotation or any other document is the confidential and proprietary information of the Company. Neither the Client nor its employees, agents or representatives may disclose the Company's confidential and proprietary information to any third party.

The Client shall indemnify and keep indemnified the Company against any and all costs, expenses (including but not limited to, legal and other professional fees on an indemnity basis) losses, damages, and other liabilities (of whatever nature, whether tortious or otherwise), suffered or incurred by the Company as a result of any breach by the Client of Condition.

PAYMENT TERMS FOR ADVERTISING AGENCIES

A Client who is an advertising agency shall be deemed to contract as a principal, unless otherwise agreed, and will be responsible for payment of campaign costs. These costs are payable 28 days from the date of the invoice. In the event of late payment, interest will be charged at the rate of 4% over the prevailing Royal Bank of Scotland base rate.

Normal commission agreements between the Company and recognised advertising agencies and independent poster buying specialists are available and agreed upon by both parties.

The Price shall be confirmed in the Company's Order Confirmation and invoice including any discount. All Prices are exclusive of Value Added Tax which where applicable shall be charged at the rate from time to time in force.

If the rate of value added tax (VAT) increases between the date of the Order placed by the Customer and the date when payment becomes due, the Company will add the necessary additional amount of value added tax to the price of the Goods and/ or Services.

LIMITATION OF LIABILITY

The Company will not be responsible for any costs or consequential losses whatsoever incurred by the Client or any other party as a result of the Company's failure to fulfil the terms of any agreement to carry out work on behalf of the Client. Any typographical, clerical or other error or omission in any sales literature quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the Company's part. The Company shall not under any circumstances be liable for any loss of profits, loss of business, depletion of goodwill or any special, indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

CANCELLATION POLICY

Where a confirmed order is cancelled, this cancellation must be made in writing and, if made more than three months before the start of the campaign, no cancellation fee will be payable. If more than two months, but less than three months' notice is given then 15% of the campaign cost shall be payable. If more than one month, but less than two months' notice is given then 40% of the campaign cost shall be payable. If more than 7 days, but less than one month notice is given then 90% of the campaign cost is payable. If less than 7 days' notice is given then 100% of the campaign cost shall be payable.