

TERMS AND CONDITIONS OF ADVERTISING WITH VEND MARKETING LTD

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Schedule

1. Service Description

VEND MARKETING LTD provides on screen digital and stills advertising on a range of self-service vending machines at high footfall public venues.

2. Service Implementation

2.1 On acceptance of final copy of the advertisement intended for the relevant location(s) agreed on the advertising contract, VEND MARKETING LTD will publish the agreed advertisement for the contractually agreed period of time at such VEND MARKETING LTD site(s) as is/are specified by the Customer on the Advertising Order Form at the earliest opportunity and normally in no more than five working days from the date of such acceptance, or when space permits if later.

2.2 The Customer may amend the advertisement by written request at any time prior to the Acceptance of Final Copy Date. The Customer may amend the advertisement during the currency of the contract, subject to paying any relevant amendment fee and subject to the timescales set out in paragraph 2.1.

2.3 After the completion of the original contract period VEND MARKETING LTD will continue to publish the Customer's advertisements in subsequent periods and at such locations unless the Customer gives at least 14 days notice of cancellation in writing.

3. The Customer's Responsibilities

3.1 The Customer must:

- (a) either:
- (a) provide all text, graphics and photographs to be used in the Copy Details in accordance with the Advertising Standards Specification to VEND MARKETING LTD's then approved graphic designer by such date as VEND MARKETING LTD may advise; or
 - (b) engage VEND MARKETING LTD's then approved graphic designer who will prepare the advertising copy in accordance with the advertiser's instructions.
- (b) ensure that the Copy Details do not infringe the terms of any legislation, including any regulations or orders and any other obligation imposed by law including by laws, the British Code of Advertising Practice, Sales Promotion and Direct Marketing and any other applicable codes or infringes the rights of any third party.
- (c) pay the relevant fee for the preparation of finished copy in advance of publication directly to VEND MARKETING LTD's then approved graphic designer under the terms of separate contract with that graphic designer.

4. Additional Conditions

4.1 The Customer acknowledges that:

- (a) Advertisements published by VEND MARKETING LTD cannot be cancelled during the currency of the initial contract period.
- (b) VEND MARKETING LTD may, from time to time, have to reformat, modify or adapt the Copy Details for the purposes of displaying it in the Advertising Media because of, for example, changes in national or local legislation, upon the order of a Court, because of restrictions imposed by the venue where the advertising is displayed – this list is not exhaustive.

CONDITIONS FOR VEND MARKETING LTD ADVERTISING SERVICES

1. COMMENCEMENT AND SCOPE

1.1 The Contract begins on the date VEND MARKETING LTD communicates its acceptance of the Customer's order for the Service(s) and continues until ended by the Customer or VEND MARKETING LTD in accordance with the Contract.

1.2 The Service commences on the Service Start Date.

2. PROVISION OF THE SERVICE

Publication and Amendment

2.1 VEND MARKETING LTD will publish advertisements using the details recorded on the Advertising Order Form and the Copy Details provided by the Customer. It is the Customer's responsibility to complete the Advertising Order Form using accurate and up to date information.

2.2 The Customer may request an amendment to an advertisement prior to its publication. Wherever possible VEND MARKETING LTD will meet the Customer's requirements, but VEND MARKETING LTD does not guarantee that amendments can be made and additional charges may apply.

2.3 All communication relating to an advertisement must be confirmed in writing.

2.4 Any date proposed by VEND MARKETING LTD for publication of an advertisement is to be treated as an estimate only and VEND MARKETING LTD accepts no liability for failure to meet that date.

2.5 VEND MARKETING LTD will publish an advertisement for the Minimum Period and re-publish that advertisement at the end of the Minimum Period unless and until cancelled by the Customer.

2.6 The Customer accepts that if it uses any changes or modifications to the Copy Details suggested by VEND MARKETING LTD, those changes or modifications are authorised by the Customer, complies with the Contract and that VEND MARKETING LTD shall have no liability for the Copy Details or any changes to them.

2.7 The Customer accepts that his advertisement(s) is/are displayed on a rotational mpeg display file that normally devotes the same amount of time of length of display to the Customer's advertisement(s) as every other Customer's advertisements at the same venue on the same display file. VEND MARKETING LTD is entitled to offer to extend the length of time that any one advertisement is displayed in a rotational display and may charge a higher rate to the Customer for so doing. The Customer further accepts that the number of different Advertisements on the rotational display mpeg file may vary from venue to venue and from vending machine to vending machine within any venue at VEND MARKETING LTD's discretion.

Errors and Omissions

2.8 VEND MARKETING LTD will use reasonable endeavours to publish advertisements correctly, but occasionally errors and omissions may occur. VEND MARKETING LTD's liability in the event of an error or omission in an advertisement caused by VEND MARKETING LTD is limited to the invoiced cost of the advertisement(s). Where an error or omission is caused by the Customer, charges for the advertisement(s) remain payable in full by the Customer and no refund will be offered. VEND MARKETING LTD may make an additional charge to correct any error or omission in such circumstances.

2.9 VEND MARKETING LTD will correct errors or omissions in advertisements appearing in Advertising Media as soon as is reasonably practical after receipt of written details from the Customer. VEND MARKETING LTD itself undertakes to correct text only and will not make any changes to images or jpeg files supplied by the Customer.

2.10 VEND MARKETING LTD will not be liable for any omission where the Customer has failed to provide VEND MARKETING LTD with the Copy Details at the correct time or has provided unsuitable or unusable Copy Details.

Positioning

2.11 The Customer accepts that the final order of all Customers' Advertisements on any one vending machine is at VEND MARKETING LTD's sole discretion and VEND MARKETING LTD accepts no liability in the event that an advertisement is positioned within a rotational order contrary to the Customer's preferences. However VEND MARKETING LTD will amend the order of advertisements within the rotation as soon as reasonably practicable and then only if feasible should a Customer make a reasonable request for VEND MARKETING LTD to do so in writing.

Advertisement Proof

2.12 Wherever possible, VEND MARKETING LTD's preferred graphic designers will, before publication of an advertisement, provide the Customer with a proof of the advertisement as it will appear in the display media. Where there is insufficient time to allow VEND MARKETING LTD to issue a proof to the Customer prior to publication, the advertisement will be published using the Copy Details provided by the Customer.

2.13 The Customer accepts that there may be minor variations in the apparent actual colours shown in the proof of the advertisement compared with the published version due to, amongst other reasons, the ambient lighting at the venue, the brightness and contrast settings on an individual display screen, etc – this list is not exhaustive. VEND MARKETING LTD accepts no liability for any minor variations in colour which may occur.

Pricing in advertisements

2.14 An advertisement which features pricing information may be considered to be misleading under consumer protection legislation if the published price is changed before an advertisement is re-published. For this reason, the Customer agrees that it will suffix an advertisement featuring pricing information with the statement "Prices correct at {insert date of publication} but are subject to change. Please ask for details when calling."

2.15 The Customer warrants that any price featured in an advertisement will remain fixed until not less than 28 days after the date of first publication of that advertisement, and agrees that such advertisements must be amended not less than every three months at least inasmuch as the advertisement refers to a date of publication as in 2.14 above.

3. USE OF THE SERVICE

Proper Use

3.1 The Service provided by VEND MARKETING LTD must not be used:

- (a) in any way that is unlawful or in contravention of any laws, statutory instruments, licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights or VEND MARKETING LTD's Advertising Policies located at www.vendmarketing.co.uk; or
- (b) in any way VEND MARKETING LTD considers is or is likely to be detrimental to the provision of the Service to the Customer or to any of VEND MARKETING LTD's other Customers; or
- (c) to advertise specifically any of the following: firearms, tobacco and tobacco derivatives, prescription drugs, claim(s) to cure pain or any weight-related condition or alcoholism or addiction or any other condition, make any claim to change the appearance of any person, makes unsubstantiated claims as the effectiveness of a product being advertised, includes words and / or images directly contravening the Customer's industry or professional membership code of practice, directly targets any person under the age of 18 years in a way that might reasonably be considered inappropriate under English law relating to minors, or any activity which might reasonably be considered to promote anti-social behaviour, ethnic, racial, sexual or religious intolerance.

VEND MARKETING LTD may extend or vary this list at any time to reflect any change in legislation.

3.2 VEND MARKETING LTD may at any time:

- (a) refuse to publish an advertisement, whether or not it has been previously accepted for publication in Advertising Media; or
- (b) cancel any previously published advertisement, which in VEND MARKETING LTD's sole opinion:
 - (a) is likely to cause annoyance, inconvenience or anxiety; or
 - (b) is offensive, abusive, indecent, defamatory, obscene or menacing; or
 - (c) is likely to be detrimental to the provision of the Service to the Customer or service to any of VEND MARKETING LTD's other Customers; or
 - (d) does not comply with clause 3.1 above or any additional condition set out in the Service Schedules.

3.3 VEND MARKETING LTD may reject and will not be liable to publish an advertisement where the Customer has failed to provide VEND MARKETING LTD or its preferred graphic designers with the Copy Details at the correct time or in accordance with the Technical Specification.

Operational Changes

3.4 Occasionally, for operational reasons, VEND MARKETING LTD may:

- (a) change the way VEND MARKETING LTD provides the Service, provided that any change does not significantly affect the performance or functionality of the Service; or
- (b) interrupt or suspend the Service. If this happens VEND MARKETING LTD will restore the Service as quickly as possible.

Indemnity

3.5 The Customer will indemnify VEND MARKETING LTD, its subsidiaries or agents against any claims or legal proceedings that are brought or threatened against VEND MARKETING LTD, its subsidiaries or agents by a third party because the Service is or has been used in breach of clause 3. VEND MARKETING LTD will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

4. CHARGES AND PAYMENTS

General

4.1 Charges for the Service are as detailed on the Advertising Order Form and calculated using the details recorded by VEND MARKETING LTD. Where the Customer contracts separately with VEND MARKETING LTD's preferred artwork supplier for the provision and preparation of artwork and related photographic imagery services in pursuance of this contract then payment for that work must be made in accordance with the terms and conditions laid out VEND MARKETING LTD's preferred artwork supplier.

4.2 VEND MARKETING LTD will send bills to the address notified by the Customer to VEND MARKETING LTD.

4.3 The Customer will be liable for all charges specified on the Advertising Order Form from the earliest Service Start Date of all Services available after the date of Customer's signature on the Advertising Order Form, and normally not less than ten working days after the date of that signature.

4.4 Except where VEND MARKETING LTD allows the Customer to make payment in accordance with clause 4.5, the Customer agrees to pay all charges in advance.

4.5 VEND MARKETING LTD may allow the Customer to pay the charges by standing order under a credit agreement. Details are available upon request. Standing order payments are inclusive of VAT at the applicable rate on the date of payment.

4.6 If the Customer fails to honour any standing order on the due date, VEND MARKETING LTD will be entitled to bill the Customer for any remaining payment in full including any arrears.

4.7 Except as stated in 4.5 above, all charges are exclusive of VAT which is chargeable at the applicable rate.

4.8 As part of its credit management procedures VEND MARKETING LTD may at any time:

- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by VEND MARKETING LTD; and/or
- (b) carry out a credit check vetting of the Customer. The Customer agrees to provide VEND MARKETING LTD with any information VEND MARKETING LTD may reasonably require for this.

4.9 Payment is due on the date specified on the bill.

Disputed Bills

4.10 If the Customer disputes any charge on a bill the Customer will notify VEND MARKETING LTD in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:

- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
- (b) more than 5% of the total bill, the Customer must pay the amount not in dispute.

Also, if requested by VEND MARKETING LTD, the Customer will place funds equivalent to the disputed amount into an account with a reputable bank as reasonably specified by VEND MARKETING LTD, established jointly by the Customer and VEND MARKETING LTD, accruing interest at a variable rate equal to that which the selected bank certifies it would normally pay to a commercial Customer depositing the amount credited to such an account (escrow account). Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

Late Payment

4.11 If VEND MARKETING LTD does not receive payment by the due date, VEND MARKETING LTD may charge the Customer daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank for the period beginning on the date on which payment is due and ending on the date on which payment is made.

4.12 If the Customer does not pay a bill, VEND MARKETING LTD may instruct a debt collection agency to collect payment (including any interest) on its behalf. If VEND MARKETING LTD instructs an agency, the Customer must pay VEND MARKETING LTD an additional sum. This will not exceed the reasonable costs VEND MARKETING LTD has to pay the agency, who will add the sum to the Customer's outstanding debt on VEND MARKETING LTD's behalf.

4.13 If any sum owed by the Customer to VEND MARKETING LTD under the Contract or any contract with VEND MARKETING LTD is not paid by the due date, VEND MARKETING LTD may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with VEND MARKETING LTD.

5. CHANGING THE CONTRACT

5.1 VEND MARKETING LTD can change the Contract (including the charges) at any time and will publish any change in line with clause 5.2.

5.2 VEND MARKETING LTD will notify the Customer of any changes to:

- (a) the conditions of the Contract by publishing those changes online at www.vendmarketing.co.uk and
- (b) the charges for the Service by fourteen (14) calendar days notice in writing.

6. CANCELLING OR ENDING THE CONTRACT

6.1 Except as provided in clause 6.2 below, the Customer may cancel the Service for up to ten (10) calendar days after VEND MARKETING LTD communicates its acceptance of the Customer's order, provided that cancellation occurs before the Service Start Date. The Customer must pay VEND MARKETING LTD's reasonable costs incurred in getting ready to provide the Service. The cancellation of either the contract between VEND MARKETING LTD and the Customer for the provision of the advertising service, or the contract between VEND MARKETING LTD's preferred artwork supplier and the Customer for the provision and preparation of the artwork shall be taken to mean that all and any related contracts are also cancelled even though not expressly stated so by the Customer.

6.2 The Customer may have cancellation rights under the Consumer Credit Act 1974 or the Consumer Protection (Distance Selling) Regulations 2000 (the "Legislation"). In such circumstances, the Contract may be cancelled in accordance with the cancellation rights specified in the relevant Legislation. Cancellations must, unless the Service allows otherwise, be made in writing to: VEND MARKETING LTD, 2A Goring Road, Goring-by-Sea, Worthing, West Sussex BN12 4AJ – or by email to: info@vendmarketing.co.uk

6.3 VEND MARKETING LTD may cancel or end the Contract up to fourteen (14) calendar days after the Contract begins if incorrect or misleading prices have been entered on the Advertising Order Form.

6.4 Once any cancellation period(s) specified in clauses 6.1 and 6.2 above has expired, the Customer will be responsible for the full cost of all advertisements detailed on the Advertising Order Form. The Customer may end the Contract or cancel any Service or advertisement provided under it on seven (7) days written notice to VEND MARKETING LTD.

6.5 If, at any time after Acceptance, either party ends the Contract or cancels any Service or advertisement provided under it then, at VEND MARKETING LTD's sole option:

- (a) VEND MARKETING LTD reserves the right to amend the charge(s) for the remaining Service(s) and withdraw or amend any discounts the Customer may have received under any offer(s) at the time the order was placed; or
- (b) where cancellation or termination occurs during the Minimum Period, the Customer must pay VEND MARKETING LTD the charges that would have been payable by the Customer for the remainder of the Minimum Period. VEND MARKETING LTD will bill the Customer for any such charges or amendments to the charges, which the Customer must pay on demand. This clause will not apply if the provisions of clauses 6.1 or 6.2 apply or the Contract ends or any Service or advertisement is cancelled because either clauses 6.6 or 9.1(c) applies.

6.6 The Customer may end the Contract if:

- (a) VEND MARKETING LTD materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
- (b) insolvency proceedings are brought against VEND MARKETING LTD or VEND MARKETING LTD makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of VEND MARKETING LTD's assets or VEND MARKETING LTD goes into liquidation or a corresponding event under English Law.

