



1 Term of Contract and Cancellation

- 1.1 The Contract shall commence when the order form is signed and cannot be cancelled in the initial 12 month term without incurring the price agreed.
- 1.2 The Contract shall run for an initial term of 12 months and will continue thereafter unless the Advertiser gives notice in writing not less than 30 days prior to expiry of the 12 month term that it wishes the Contract to end.
- 1.3 Where the Advertiser ceases to trade (or ownership changes) the Advertiser shall remain liable under the Contract.

2. Price and Terms of Payment

- 2.1 The price shall be agreed and confirmed by DSM on the order form ("the Price") and is exclusive of VAT.
- 2.2 DSM shall invoice the Advertiser for the Price which shall be paid by one of the following means:
 - 2.2.1 full payment on signing the order form;
 - 2.2.2 payment for the first 3 months followed by a monthly fee, payable in advance on the 1st of each month by standing order; or
 - 2.2.3 payment for the first 3 months followed by a quarterly standing order, payable on the 1st of each month.
- 2.3 Where any payment is to be taken by standing order, the Advertiser will sign a bank authorisation form.
- 2.4 If the Advertiser fails to make any payment on the due date, DSM shall be entitled to:
 - 2.4.1 collect the full contract Price immediately;
 - 2.4.2 immediately withdraw the presentation from the screen;
 - 2.4.3 charge interest at a rate of 8 per cent per annum above The Bank of England base rate, until full payment is made;
 - 2.4.3 charge an administration charge of £25 for each failed payment;
 - 2.4.4 cancel the Contract or suspend any further contracts with the Advertiser.

3. Orders and Specifications

- 3.1 The artwork required for the presentation is to be provided by the Advertiser when the order form is signed or no later than 14 days later.
- 3.2 The Advertiser shall be responsible to DSM for ensuring the accuracy of the presentation. Where the presentation is to be designed by DSM the Advertiser must give DSM all necessary information.
- 3.3 The Advertiser will be required to provide written agreement by e-mail of the final proof of the presentation prior to its publication on the screen.
- 3.4 The Advertiser may change its presentation up to 3 times during any 12 month period.
- 3.5 DSM reserves the right at any time to refuse, amend, cancel and withdraw any presentation without liability. DSM reserves the right to make any changes in the specification of the presentation or screen without notice to the Advertiser.

4 Placement of Presentation

- 4.1 The positioning of any presentation on the screen shall be at the sole discretion of DSM.
- 4.2 DSM may change or alter the position of the presentation on the screen during the course of the Contract with no liability to the Advertiser and reserves the right to transfer the presentation to a different Health Club in the region if DSM so requires.
- 4.3 The Advertiser does not have a monopoly in any specific business sectors.

5 Warranties and liability

- 5.1 The Advertiser warrants that a) the presentation does not contain anything that is false, harmful, defamatory, obscene or otherwise unlawful; b) the presentation does not infringe any third parties intellectual property rights; and c) it has complied with any applicable industry code of practice including those issued by the Advertising Standards Agency.
- 5.2 The Advertiser agrees to indemnify and hold DSM harmless from any liabilities, costs, loss, claims, damages, charges or expenses (including reasonable legal fees) whatsoever related to any breach by the Advertiser of these Conditions or in respect of, or arising directly or indirectly from the publication of the presentation.
- 5.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.4 DSM shall not be liable to the Advertiser by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit, loss of goodwill, loss of revenue or loss of anticipated savings or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of DSM, its employees or agents or otherwise) which arise out of or in connection with the supply of Services. Any liability shall be limited to the Price payable by the Advertiser.



6. Intellectual Property

- 6.1 All intellectual property, content, images, trade marks and other branding ("Content") contained in the Presentation is and shall continue to be owned by the Advertiser.
- 6.2 Where design services have been carried out by DSM all intellectual property rights in the Content shall belong exclusively to DSM.

7. General

- 7.1 Where any unforeseen circumstances which are beyond the control of DSM affect the ability of DSM to perform the Services, DSM shall not be liable to the Advertiser.
- 7.2 Any notice given by the Advertiser to DSM shall be in writing and sent by recorded delivery.
- 7.3 No waiver by DSM of any breach of the Contract by the Advertiser shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.4 The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
- 7.5 DSM reserves the right to obtain business and customer credit ratings on any Advertiser prior or during the course of the Contract.

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All payments to be made to Red Media (Europe) Ltd