

JCDecaux UK Limited – Airport Division General Terms & Conditions Revised 12th July 2011

1. DEFINITIONS

- a) “Advertiser” means any person, firm or company who acting as Principal gives an Order.
- b) “Advertising Agency” means any person, firm, company or outdoor specialist recognized as an Advertising Agency by the Contractor and who acting as Principal gives an Order.
- c) “Agreement” means a legally binding agreement between the Parties consisting of Terms and Conditions and Booking Confirmation and any other terms agreed in writing between the Parties from time to time.
- d) “Advertisement Copy” means posters and any other advertising media intended for display by the Contractor.
- e) “Booking Confirmation” means the documents headed “Booking Confirmation” and “Advertising Contract” which shall be sent to the Principal by the Contractor at the address referred to in Clause 11 detailed below.
- f) “Contractor” means JCDecaux UK Limited, whose registered office is 991 Great West Road, Brentford, TW8 9DN, and its successors in title.
- g) “Due Date” means 30 days after the invoice date.
- h) “Fee” means the amount specified in the Booking Confirmation.
- i) “In Charge Date” means the date from which the specified Advertisement Copy will be displayed.
- j) “Landlord” means the person, firm or company with whom the Contractor has a concession to display advertising on their property.
- k) “Order” means an order submitted by the Principal to the Contractor for the display of Advertisement Copy (which is subject always to the Terms and Conditions).
- l) “Parties” means the Contractor and Principal.
- m) “Posting Period” means the period specified in the Booking Confirmation within which the Contractor will post Advertisement Copy.
- n) “Principal” means any Advertiser or Advertising Agency and shall include their successors in title and assigns who gives an Order as the Principal to the Contractor and as such is liable for payment of display of Advertisement Copy.
- o) “Production Specifications” means the last published document headed Production Specifications published by the Contractor.
- p) “Promotional/Experiential Site” means an advertising message or activity (in any format) in a demarcated area of a public space of an Airport terminal but excluding Advertisements
- q) “Sites” means the locations at which the Contractor may display Advertisement Copy.
- r) “Sphere” means the JCDecaux UK Ltd Airport team selling Promotional/Experiential sites.
- s) “Terms and Conditions” means the terms and conditions set out in this document.
- t) “Working Day” means any day from Monday to Friday inclusive except any UK Bank Holiday or UK Public Holiday.

2. APPLICATION OF THESE TERMS AND CONDITIONS

- a) The Principal shall be ultimately responsible for the payment of Fees and shall be deemed to have full authority in all matters connected with the placing of the Order and the approval or amendment of Advertising Copy. A media agency or specialist media buyer shall be regarded for all purposes as the Principal unless such person, firm or company is accepted in writing as an agent for another party acting as Principal by the Contractor. For the avoidance of doubt, every Order accepted by the Contractor will be for a specified Advertiser and any change to the Advertiser must be agreed in writing by the Contractor.
- b) The Terms and Conditions together with any additional terms set out in the Booking Confirmation will be legally binding on the Contractor and the Principal in respect of each Order submitted by the Principal one (1) Working Day after the date of the Booking Confirmation unless:
 - i. the Principal notifies the Contractor of an objection to the Booking Confirmation within such period; or
 - ii. a shorter timescale is agreed in writing between the Parties.

- c) For the avoidance of doubt, failure by the Principal to return a signed Booking Confirmation to the Contractor will not prejudice the terms of the Agreement.
- d) The Booking Confirmation and these Terms and Conditions will be deemed to be an accurate record of all of the terms of the legally binding agreement between the Parties with respect to the corresponding Order unless:
 - i. the Contractor is informed to the contrary in writing within one (1) Working Day of dispatch of such Booking Confirmation; or
 - ii. before the date of the commencement of display of such advertising, whichever shall be earlier.
- e) Any Orders accepted shall only be used for displaying the Advertisement Copy specified in the Booking Confirmation.

3. DISPLAY OBLIGATIONS

- a) The Contractor will (subject to Clause 2 above) unless otherwise agreed display Advertisement Copy at Sites in accordance with the Posting Period and subject to Clause 4, from time to time as necessary renew them with spare Advertisement Copy to be provided by or at the expense of the Principal.
- b) When the Principal is entitled under the Booking Confirmation to a change of Advertisement Copy on display at a given Site and stipulates a date upon which such a change should be commenced the Contractor shall complete such change within any period specified in the Posting Period as if the stipulated date were the In Charge Date for a new campaign provided the Contractor has received the relevant Advertisement Copy in accordance with Clause 4 below.
- c) In the case of general and/or pre-selected distribution campaigns the Contractor reserves the right to display Advertisement Copy at Sites using its discretion and to substitute planned Sites for other Sites of a similar quality where the Contractor considers this is necessary for operational reasons.
- d) The Fees include the maintenance of display of Advertisement Copy at Sites in good condition provided the Contractor has been supplied with any necessary replacement Advertisement Copy requested by the Contractor from time to time in accordance with Clause 4.
- e) The Contractor will only provide photographs of displayed Advertisement Copy at Sites if expressly agreed in the Booking Confirmation.

4. SUPPLY OF MATERIAL

- a) All Advertisement Copy (subject to any other terms in the Booking Confirmation) is to be delivered carriage paid and shall be supplied to the Contractor at the place(s) and within the time specified in the Booking Confirmation. All Advertisement Copy shall be produced and supplied to the Contractor in accordance with the Production Specifications.
- b) In the event that the Parties agree that the Contractor will undertake production of Advertisement Copy, then the Principal shall adhere to the Production Specifications and provide all detail necessary to allow such production to take place within the necessary timeframe.
- c) The Contractor shall be supplied with Advertisement Copy in accordance with the Production Specifications so as to enable the Contractor to maintain the display in good condition.
- d) Should the Principal fail to deliver Advertisement Copy in accordance with this Clause 4 the Contractor is not obliged to display the undelivered Advertisement Copy but the Principal shall, nonetheless, be liable to pay the corresponding Fees. The Contractor will use reasonable endeavors to display the undelivered Advertising Copy but without any commitment to meet the In Charge Date.
- e) A part delivery of the Advertisement Copy or a delivery not meeting the Production Specification or the provisions of this Clause 4 shall be deemed to be no delivery for the purposes of this Clause.
- f) Delivery of Advertisement Copy shall not be deemed to have been made until the relevant posting instructions have been given to and received by the Contractor.

JCDecaux UK Limited – Airport Division General Terms & Conditions Revised 12th July 2011

- g) Any Advertising copy used during a campaign shall be disposed of in such manner as the Contractor shall decide, unless agreed otherwise at the time of Booking confirmation.
- h) Surplus Material: If any Advertisement Copy in the Contractor's possession is not collected by the Principal within 10 days from the end of the Posting Period then the same shall become the Contractor's property and be disposed of in such manner as the Contractor shall decide.

5. SPHERE ACTIVITY OBLIGATIONS

- a) Section 4 does not apply to this contract/activity.
- b) The advertiser/agency must read and adhere to the JCDecaux Airport Sphere's Airport/Rail Operational Procedures pack. The Sphere Operations team will supply this. The terms and conditions on the final page must be signed and returned to JCDecaux Airport Sphere before the commencement of the new contract.
- c) JCDecaux Airport Sphere have unilateral rights to move the stand location if required to do so for BAA operational reasons. Due notice, if possible and practicable of up to 5 working days will be given to the advertiser.
- d) Promotional etiquette relating to how the stand is manned and operated should be of the highest standards. Any act or omission that in the reasonable opinion of the Contractor constitutes a failure by the Advertiser to adhere to the standards required by the Contractor will be treated by the Contractor as a material breach of the provisions of this Agreement and without prejudice to the Contractor's other rights and remedies the Contractor shall have the right to terminate the Agreement.
- e) Once a promotional area has been booked (verbally or written) it cannot be cancelled at a later date

6. OBLIGATIONS DURING THE OLYMPIC PERIOD

Additional definitions specifically relating to the London 2012 Olympics include the following:

- a) "Games" means the Games of the XXX Olympiad and the XIV Paralympic Games which are to be held in 2012 principally in London;
- b) "Games Body" means each of LOCOG, the IOC, the IPC, the Sponsors, the Greater London Authority, the Department for Culture, Media and Sport and any other governmental body assisting LOCOG in the delivery of the Games;
- c) "Games Period" means 25 June 2012 to 16 September 2012 (inclusive);
- d) "Location" means any airports or other transport hubs or modes of transport serving a competition venue for the Games to the extent that any Media Space in these locations comes under the Contractor's ownership or control;
- e) "Media Space" means all the advertising or promotion space in or serving the Location and subject to the Option Agreement
- f) For the purposes of safety and aviation security, the Principle agrees that it shall be permitted to allow any person(s) access to Media Space only if approved by the Contractor in the first instance. To be approved, staff must hold airport security passes and have passed the Contractor's screening process, and must hold appropriate insurance cover (which when operating a vehicle in an airside area must be in an amount not less than £50m to cover any potential damage to aircraft parked on stands at the relevant airport). The Contractor reserves all rights with respect to the approval of such person(s).
- g) The Principal acknowledges and agrees that, any Games Body purchasing any part of the Media Space shall be required to pay the reasonable and documented costs and expenses of the Contractor, its agent or the advertiser arising directly from the removal of the current promotion and its re-instatement after the Advertising Period (to the extent such current promotion is contracted in the same form for the period immediately following the Advertising Period). Furthermore, the relevant Games Body shall pay, all costs associated with the installation and maintenance of the relevant Games Body's promotion during the Advertising Period and subsequent removal of the same (to the extent that such costs are not already included in the Fee).

- h) The Contractor may agree with certain of its airline customers to implement measures in the vicinity of such airline's check-in area or other facilities (to include without limitation implementing airline specific lighting, decoration or displays) with the intention of enhancing the airline's brand only and improving their passengers' experience in the relevant airport. Where any Standard Advertising or Promotional Space forms part of such measures, such Standard Advertising or Promotional Space shall be regarded as Media Space but in all other cases, such measures shall not be regarded as Media Space.
- i) The Contractor will use reasonable to post Media Space in accordance with the Posting Period specified for 2012. For the avoidance of doubt, the Posting Period can be a period leading up to and after the first in-charge date.

7. INVOICING AND CHARGES

- a) Invoices will be issued in the month of the In Charge Date and monthly thereafter, unless otherwise stated in the Booking Confirmation.
- b) Payment of Fees is due by the Due Date. If Fees are not paid by the Due Date the Contractor may without prejudice to any other remedy it may have and without prejudice to Principal's obligation to pay the Fees refuse to display any Advertisement Copy or withdraw currently displayed Advertisement Copy.
- c) Original invoices shall be sent to the Principal for payment by the Principal unless otherwise expressly agreed between the Parties in writing. Where the Contractor has been notified by the Principal in writing that an agent has been appointed by the Principal and the Contractor has agreed in writing, copy invoices will be sent to the Principal's agent and shall clearly identify the Principal for whom the agent is acting. Appointment of an agent will not affect the Principal's obligation to pay Fees on the Due Date.
- d) In the event of failure to comply with any of the provisions of this Clause 5 the Contractor reserves the right to require any other Order to be dealt with in accordance with revised payment terms.
- e) In respect of any Fees not received by the Contractor by the Due Date the Principal will be liable to pay to the Contractor interest at a rate of 4% above the published base rate for Barclays Bank plc from time to time.

8. RIGHT OF SET OFF

The Contractor shall be entitled but not obliged at any time or times without notice to the Principal to set off any liability of the Principal to the Contractor against any liability of the Contractor to the Principal (in either case howsoever arising and whether any such liability is present or future, liquidated or un-liquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Contractor of its rights under this Clause shall be without prejudice to any other rights or remedies available to the Contractor.

9. WARRANTIES, LIABILITY AND INDEMNITY

- a) The Contractor accepts full responsibility for compliance with statutory and other legal requirements so far as concerns the use and maintenance of Sites.
- b) The Principal warrants and undertakes that:
 - i. all Advertisement Copy will comply with all statutory and legal requirements and regulations from time to time in force including the British Code of Advertising Sales Promotion and Direct Marketing (edition 11) (or such replacement or supplementary code as issued from time to time) and Landlords' advertising rules and regulations as issued from time to time;
 - ii. they will be responsible for obtaining and paying for all necessary licenses and consents for the posting and/or displaying and/or reproduction of any Advertisement Copy or copyright material contained in or the appearance of any person in his Advertisement Copy; and
 - iii. no Advertisement Copy will breach the copyright or other intellectual property rights or be defamatory of any third party.

JCDecaux UK Limited – Airport Division General Terms & Conditions Revised 12th July 2011

- c) The Principal will indemnify and keep the Contractor (in respect of itself and its employees, director, subcontractor and agents) indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from any breach of the above warranties or in any manner whatsoever.
 - d) The Contractor shall have the right to refuse to display or to continue to display any Advertisement Copy which does not or which in the Contractor's opinion may not comply in all respects with the Principal's warranties and undertakings detailed in Clause 7(b) above. In such event the Contractor shall not be liable to the Principal for any damage loss or expense whatsoever and in addition to any remedy and/or damages and/or loss that may be claimed by the Contractor against the Principal, the Fees corresponding to display of such Advertisement Copy will be due in full notwithstanding that the Advertisement Copy has not been displayed.
 - e) The Contractor reserves the right not to display Advertisement Copy or to remove a display of Advertisement Copy at any time if in its absolute discretion, the Contractor believes the Principal and the Advertising Copy is not in compliance with the warranties in Clause 7(b) above. In such event the Contractor shall not be liable to the Principal for any damage loss expense whatsoever.
 - f) The due performance of any Agreement is subject to suspension, variation or cancellation by the Contractor (in whole or in part) owing to Acts of God, strikes, lockouts, legal restrictions, electricity supply failures, or the loss of any Sites which were included in the Agreement or for any other reason beyond the Contractor's control. In the event of suspension, variation or cancellation for any of the foregoing reasons the Contractor shall be entitled to be paid by the Principal the full Fees corresponding to the Sites in question up to and until the time at which such suspension, variation or cancellation occurs but the Contractor shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation.
 - g) The Contractor shall not be liable for loss of or damage to any Advertisement Copy supplied to the Contractor in the event of fire, lightning, explosion of boilers, storms and tempest, flood bursting or overflowing of water tanks, apparatus or pipes.
- b) Any termination of the Agreement and payment of Fees due shall be without prejudice to any other right of action or remedy which the Contractor may have under the Agreement or at law.
 - c) In the event of termination under Clauses 8(b) i or 8(b) ii, the Contractor may continue to display any Advertisement Copy and may enter into any agreements with third parties as considered appropriate to secure payment for continuing such display.
 - d) In the event of a termination by the Contractor in accordance with Clause 13 the Contractor shall be entitled to be paid by the Principal the full rate for the Sites in question up to and until the time at which the display is discontinued together with any other Fees due and owing by the Principal to the Contractor but the Contractor shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation.

12. VALIDITY

If any provision of these Terms and Conditions or the Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provision of these Terms and Conditions and/or the Agreement and the remainder of the affected provisions shall continue to be valid.

13. NOTICES

- a) All notices under this Agreement will be in writing.
- b) Notices shall be deemed to have been duly given:
 - i. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - ii. when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - iii. on the fifth business day following mailing, if mailed by national ordinary mail, postage pre-paid; or
 - iv. on the tenth business day following mailing, if mailed by airmail, postage pre-paid, in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party in writing.

14. NOVATION

Except as provided herein, neither the Contractor nor the Principal may assign, transfer, charge or part with all or any of its rights and/or obligations under the Agreement save that:

- a) The Principal agrees and acknowledges that the Contractor shall be entitled at any time to assign or transfer all or any of its rights or obligations under the Agreement to the extent that such rights or obligations relate to the display of Advertisement Copy on the Landlord's property;
- b) The Principal shall, at the Contractor's request and expense, cooperate with the Contractor to procure the novation of the Agreement to the Landlord or any other party nominated by the Landlord on such terms as the Contractor may require in relation thereto and shall execute such documentation and take such other action as the Contractor may request in relation to such novation.

15. REMOVAL FOR PURPOSES OF LANDLORD'S UNDERTAKING

- a) If the Landlord at any time in its absolute discretion requires the display of Advertisement Copy at his property to be interrupted or discontinued then the Contractor may interrupt or discontinue such display of Advertisement Copy without prior notice to the Principal and upon any such action of the Landlord the Contractor may terminate the Agreement whether wholly or in part notwithstanding anything therein contained. In the event of such termination, the Contractor's liability is limited as outlined in Clause 9(d) above.
- b) In the event of an Emergency (to be determined by the Contractor or Landlord in their absolute discretion) at any Terminal/Airport the Landlord can demand the immediate removal of all digital content and replace this with Emergency Operational Messages. The Emergency Operational Messages will only be displayed during

10. TERMINATION

- a) The Agreement may not be terminated by the Principal and the Principal may not be assign, transfer, charge or part with all or any of its rights and/or obligations under the Agreement without the prior written consent of the Contractor.
- b) The Contractor may terminate the Agreement forthwith by notice in writing to the Principal if:
 - i. the Principal shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or enter into any arrangement with his creditors or being a company shall become insolvent 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 compositions, compromise or arrangement involving the company and its creditors; or
 - ii. the Principal ceases or in the Contractor's reasonable opinion threatens to cease to carry on business;
 - iii. if any monies to be paid by the Principal to the Contractor shall be in arrears for 21 days; or
 - iv. if there has been a breach by the Principal of any terms of the Agreement; or
 - v. in the circumstances described in Clause 13.

11. CONSEQUENCES OF TERMINATION

- a) Following termination of the Agreement the Principal will pay to the Contractor forthwith all outstanding Fees (plus interest, in accordance with Clause 5(e), above).

**JCDecaux UK Limited – Airport Division General Terms & Conditions
Revised 12th July 2011**

the emergency situation and will be removed immediately once the operation of the Terminal/Airport is back to normal or the Emergency is declared over. The Contractor will not be liable for any loss or damage suffered by the Advertiser nor be liable to pay compensation for any loss of show to the Advertiser and the Advertiser waives any rights or remedies it has or may have in this regard'

16. ORDER OF PRECEDENCE

In the event of any conflict between the Terms and Conditions and a Booking Confirmation, the provisions of the Booking Confirmation shall prevail.

17. JURISDICTION AND GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

18. AGENCY/PARTNERSHIP

The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

19. VARIATION

The Contractor reserves the right to revise these Terms and Conditions from time to time. The Contractor will post any revised Terms and Conditions on the JCDecaux UK Airport website and the Principal should check this website for notice of any such revisions. The Principal's continued placement of an Order after such revision has been made will be deemed an acceptance by the Principal of the Terms and Conditions existing at the time.

20. ENTIRE AGREEMENT

The Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the Parties relating to that subject matter. Accordingly, all prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise and all representations, statements, negotiations, understandings, and all undertakings either written or oral are superseded by the Agreement (save only in respect of liabilities which have accrued in respect of any such prior agreements which are so superseded) and the parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in these documents.

21. COMMISSIONS

The Principal confirms that it is satisfied that all parties with whom it deals with (including advertisers and agencies it deals directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate within that market.

22. WAIVER

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement. No right, power or remedy in the Agreement conferred upon or reserved for either party is exclusive or any other right, power or remedy available to that party.

23. CONFIDENTIALITY

a) Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written

consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:

- i. is marked as confidential or proprietary;
- ii. the receiving party is advised is of a confidential nature; or
- iii. due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.

b) The Contractor's Confidential Information will include the Fees payable under the Agreement.

24. COUNTERPARTS

An agreement will be executed by written confirmation of an Order by the Principal and signature of the Booking Confirmation by the Contractor.