

# Terms & Conditions

## Lumo Digital Outdoor (“Lumo”)

The following terms and conditions apply to all advertising services provided by Lumo and form part of this Sales Contract.

**1.0. Payment:** Payment of all invoices must be made in full on or before the 20th day of the month following invoice date unless otherwise agreed in writing.

1.1. If payment is not made in full on or before the due date for payment, Lumo may do either of the following (without limiting any other right it may have):

1.1.1. charge the Client default interest on the amount outstanding at the rate which is 3% over the overdraft rate charged by Lumo’s principal bankers from the due date for payment until payment is received by Lumo, compounding monthly;

1.1.2. terminate this Sales Contract and remove any Advertising Material – removal costs will be passed onto the Client.

1.1.3. Debt Recovery. Recover all costs from the Client incurred by Lumo in recovering payment from the Client including (without limitation) all debt collector’s fees or commissions, solicitors fees and disbursements and company clerical costs.

1.2. The Client agrees that upon execution, it is bound by this Sales Contract and it will be solely liable to Lumo for payment of all monies, costs and expenses howsoever payable under this Sales Contract notwithstanding that it may be acting on behalf of an Advertiser and that it may not have received payment from the Advertiser.

**2.0. Digital Artwork Production:** The Client must provide Lumo digital artwork that precisely matches the provided production specifications within the required deadlines. Failure to do so may result in additional costs to the Client and delay in posting of the material.

2.1. The advertising material must at all times comply with the prevailing advertising codes and guidelines as promoted by the Advertising Standards Authority along with all other relevant central and local government legislation determines from time to time.

2.2. The Client will still be fully charged all media as detailed in this Sales Contract under all circumstances where artwork supply delays are caused by incorrect or noncomplying artwork as described above.

**3.0. Artwork Uploads:** Lumo shall make every reasonable effort to have the Advertising Material uploaded onto the selected Screens as scheduled. Lumo shall not be responsible for any upload delay caused by any act or thing beyond its reasonable control, including power and internet outages.

3.1. Where an upload delay is caused solely by Lumo, then at the option of Lumo, the Client will be entitled to either a pro rata abatement of the charges or to a pro rata extension to the display of the Advertising Material on that Screen.

**4.0. Electrical Interruption:** Lumo will not be responsible for any interruption to the electrical power supply to any Screen and the Client will not be entitled to any abatement during the period of such interruption.

**5.0. Ad Slots and Duration:** Lumo reserves the right to alter the length of time each ad endures without warning. It also reserves the right to add Slots during high demand periods without warning or compensation to other

advertisers. Lumo will make best endeavours to ensure the advertising display time booked each week period meets a minimum of 97% of the maximum display time purchased.

## 6.0. Client’s Warranty and Indemnity:

6.1.1. The Client warrants that no part of any advertisement used on or in connection with this Sales Contract will infringe the rights (including intellectual property rights) of any person or will fail to comply with the Advertising Standards or with any obligation imposed by law or equity. Approval by Lumo of any artwork or the display of any advertisement on a Screen does not constitute a waiver of this warranty.

6.1.2. The Client will indemnify Lumo for all liabilities, losses, damages, costs, expenses and charges which Lumo may suffer or incur as a result of any breach of any warranty in this Sales Contract or as a result of Lumo being deemed to be a manufacturer of the Advertising Material for the purposes of the Consumer Guarantees Act or otherwise liable to any third party in relation to the Advertising Material on a Screen or as a result of the Client failing to observe or perform any of its obligations under this Sales Contract.

## 7.0. Lumo’s Liability:

7.1.1. Except for any express warranty contained in this Sales Contract, all warranties, descriptions, representations or conditions whether implied by statute or otherwise by law, trade, custom or otherwise are expressly excluded to the fullest extent permitted by law.

7.1.2. Lumo will not be liable in any event for any consequential, indirect or special damage, loss or injury of any kind suffered by the Client (including but not limited to loss of profits or opportunity) even if such loss or damage was foreseeable or Lumo had been advised of the possibility of it occurring.

7.1.3. If Lumo should be held liable to the Client, the total liability of Lumo whether in tort (including negligence), contract or otherwise, for any loss, damage or injury which the Client may suffer or incur as a direct or indirect result of any act or omission of Lumo will be limited, except where statute expressly requires otherwise, to the lesser of the price paid under this Sales Contract, and the actual loss or damage suffered by the Client.

7.1.4. Lumo shall not be responsible for any failure or delay in the performance of this Sales Contract where such failure arises out of any fire, act of God, industrial dispute, strike, lockout, curtailment of cessation of traffic ordered by local or central government or any other act or thing beyond Lumo’s reasonable control.

**8.0. Waiver:** A waiver by any party of the obligations of the other party under this Sales Contract will not prevent the subsequent enforcement of that party’s rights and will not be treated as a waiver of any kind.

**9.0. Assignment:** Lumo may assign its right or obligations under this Sales Contract to another party. The Client may only assign, transfer or sub-licence its rights with the prior written consent of Lumo. A change in control or beneficial ownership of the Client will be deemed an assignment and will require Lumo’s prior written consent in accordance with this clause.

**10.0. ROR’s:** All ROR’s must be confirmed no longer than 4 weeks prior to the current booking.

**11.0. Entire Agreement:** This Sales Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, correspondence or understandings between them. No express or implied representation or promise given by a Lumo representative shall bind Lumo unless contained or embodied in this Sales Contract.

**12.0. Termination:** In the event that;

12.1.1. any amount payable by the Client to Lumo is overdue or in Lumo's opinion the Client is unlikely to be able to meet its payment or other obligations to Lumo.

12.1.2. the Client breaches any other term of this Sales Contract or fails to meet any other obligation to Lumo; or

12.1.3. the Client becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors or has a liquidator (provisional or otherwise) appointed, or is placed under statutory or official management, 6.8. then, in addition to and without prejudice to its other remedies Lumo will be entitled to, in its absolute discretion:

12.1.4. cancel all or any part of this Sales which remain unfulfilled;

12.1.5. terminate this Sales Contract immediately;

12.1.6. require the Client to pay any costs of removal of Advertising Material displayed under this Sales

**13.0. Cancellation:** The Client may cancel this Sales Contract at any time up to the date that is 8 weeks prior to the commencement of the Campaign. If the Sales Contract is within the 8 week start date, 100% of the contract price is payable. All cancellation notices or requests must be made in writing and the Client must confirm receipt of the cancellation notice or request with its Lumo representative. Lumo reserves the right to vary this condition in favour of the Client at its discretion.

**14.0. Survival of Certain Terms:** Neither termination nor expiry of this Sales Contract will affect the accrued rights and liabilities of the parties at the time of termination or expiry. All indemnities given by the Client will survive termination or expiry of this Sales Contract and termination or expiry will not affect the Client's obligations to comply with the provisions of this Sales Contract.