PROMOTIONAL ACTIVITY LICENCE

STANDARD TERMS AND CONDITIONS

1    INTERPRETATION

1.1 Words and expressions used in this Agreement have the following meanings unless the context otherwise requires:

“Activity” means the exhibition and/or promotional activity to be carried on by the Principal and/or the Promoter pursuant to this Agreement, in each case at the Site, on the date(s) and during the Permitted Hours authorised and set out in the Order to this Agreement;

“Activity Period” means the dates and times stated in the Order during which the Activity will be executed, or such other dates and times as may be agreed between the Parties in writing;

“Activity Period Start Date” has the meaning set out in the Order;

“Advertising Standards” means all statutory and legal requirements and regulations in force relating to advertisements or promotional messages, including The UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (12th edition), Global’s guidelines for copy approval, as posted on its website, and any standards required by any Operating Company and in each case as amended from time to time;

“Agent” means any person, firm or body corporate appointed (or which Global believes to be appointed) by the Principal as agent to administer an Order and in so doing to enter into this Agreement on its behalf;

“Agreement” means a legally binding agreement between the Principal and Global consisting of the Order, the Booking Confirmation and these Standard Terms and Conditions;

“Booking Confirmation” means the document or written communication headed “Confirmation of Order” sent by Global to the Principal or to the Agent placing the Order on behalf of the Principal;

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“Charge” means any fees and any associated costs for the Activity specified in the Order or otherwise payable pursuant to the terms of this Agreement;

“Global” means Global Outdoor Media Limited, a company registered in England and Wales with registered number 02866133 whose registered office is at 7th Floor, Lacon House, 84 Theobald’s Road, London, WC1X 8NL or its successors in title;

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Manager” means the manager from time to time of a Site;

“Operating Company” means the train or other transport operating company or other commercial landlord of a Site (as appropriate);

“Order” means an order relating to an Activity subject to these Standard Terms and Conditions which is sent by or on behalf of the Principal to Global either via the Portal or by Email, including the Experiential Booking and Site Consent Form;

“Parties” means Global and the Principal and, for the avoidance of doubt, does not include the Promoter where the Promoter is not also the Principal;

“Portal” means the Global Live online portal found at https://experiential.global.com;

“Permitted Hours” means the hours specified in the Order, or such hours as may be agreed between the Parties in writing;

“Personal Data” has the meaning given to this term in the applicable data protection laws;

“P.R. Activities” means any filming, photography, social media engagement, publicity, promotions or other public relations activities;

“Principal” means: (a) the person, firm or body corporate, whether or not an advertising agency, who submits an Order; or (b) where an Order is submitted by an Agent who warrants that it is authorised to act as agent on behalf of a principal, the person specified as the principal in such Order;

“Privacy Impact Assessment” means the process which assists organisations in identifying and minimising the privacy risks of new projects or policies and should help to ensure that potential problems are identified at an early stage.
“Promoter” means the person named in the Order as the Promoter, provided that for the purposes of interpreting the Principal’s obligations under clause 6, “Promoter” shall include such person’s sub-contractors, and each of their employees, officers and agents responsible for the administration of the Activity;

“Privacy and Data Protection Requirements” means the Data Protection Act 1998 (DPA), the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all applicable laws and regulations relating to the processing of the personal data and privacy now in force or enacted in future and in each case as amended from time to time, including where applicable any amendments brought about by the implementation of the EU General Data Protection Regulation ((EU) 2016/679) (GDPR) and the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction;

“Relevant Personal Data” means any Personal Data processed by the Principal and/or Promoter pursuant to the Activity and/or this Agreement;

“Site” means the site(s) at a train station or other transport or commercial location utilised to carry out the Activity as specified in the Order, any replacement site(s) that may be specified pursuant to clause 3.5 or such other site as may be agreed between the Parties in writing;

“Site Specific Instructions” means any instructions provided to the Principal or the Promoter by or on behalf of Global or the Operating Company, including but not limited to any station-specific terms and conditions, sign in and sign out procedures, holding the necessary accreditations, permissions or identification badges when on Site, making good the Site and disposal of any waste arising out of any Activity to the requirements of the Operating Company and the Manager; and

“Standard Terms and Conditions” means these terms and conditions as amended from time to time and available for review on the Portal.

If there is any conflict, apparent conflict or ambiguity in or between any of the sections of this Agreement set out below, the sections shall be applied in the following order of precedence with the sections higher in the order of precedence prevailing over the Parties: (a) the Order; then (b) the Booking Confirmation; then (c) these Standard Terms and Conditions; then (d) the Schedule; then (e) any other document referred to in this Agreement.

FORMATION OF CONTRACT

Each Order shall be signed by the Principal (either: (a) via an electronic signature on the Portal produced by the Principal; or (b) in physical format) and incorporate these Standard Terms and Conditions. The Parties agree that an email sent from or on behalf of the Principal to Global will constitute a validly signed Order for the purposes of this Agreement. To the extent that any Order is sent to Global without specifying the identity of the Principal, the person, firm or company sending the Order shall be the Principal. In the event that the Principal instructs Global to place an Order on its behalf, the Principal hereby authorises Global to sign electronically an Order on its behalf via the Portal in order to confirm such Order.

The Parties agree that an Agent may sign and/or submit an Order where the Agent identifies, or has identified, the Principal under such Order. As a separate agreement between the Agent and Global, and in consideration of Global issuing a Booking Confirmation in respect of the relevant Distribution, the Agent warrants to Global that it is authorised to act as agent on behalf of the Principal.

Following receipt of an Order from the Principal or the Agent, Global may accept the Order by email, via the Portal or otherwise by sending the Principal or the Agent (as appropriate) a Booking Confirmation. This Agreement will be formed only if a Booking Confirmation is sent by Global and will take effect from the date of the Booking Confirmation.

RIGHTS

In consideration of the Charges to be paid by the Principal to Global pursuant to this Agreement, Global undertakes to the Principal to grant the Promoter access to the Site during the Permitted Hours to administer the Activity, subject always to the terms of this Agreement.

The scope of this Agreement may only be exceeded with the express consent of Global, in which case additional Charges may be payable by the Principal to Global.

The Principal acknowledges that:

3.3.1 no relationship of landlord and tenant is created by this Agreement, and no property rights are granted pursuant to clause 3.1;

3.3.2 the Operating Company retains control, possession and management of the Site and neither the Principal nor the Promoter has any right to exclude any person from the Site;

3.3.3 the rights granted pursuant to this Agreement are personal to the Principal, are only transferable in accordance with clause 3.1 and may only be exercised by the Principal or, where expressly stated, the Promoter;

3.3.4 to the extent permitted by law, Global makes no warranty or representation that any Site is fit for purpose, of satisfactory quality, safe, or
otherwise suitable for the Activity, and the Principal hereby waives all rights against Global in relation to the same; and

3.3.5 to the extent permitted by law, the Principal’s, the Promoter’s, and each of their employee’s, agent’s and subcontractor’s entry into and use of any Site is at their own risk, and the Principal hereby waives all rights against Global in relation to the same.

LIMITATIONS ON THE RIGHTS GRANTED

Prohibition, interruption or discontinuation at the requirement of the Operating Company

3.4 If the Operating Company at any time in its absolute discretion prohibits an Activity or requires the execution of an Activity at the relevant Site(s) to be interrupted or discontinued then Global may cancel, interrupt or discontinue such Activity without prior notice to the Principal or the Promoter, and upon any such action of the Operating Company, Global may terminate the Agreement whether wholly or in part.

3.5 Without prejudice to its rights to terminate this Agreement, Global may with the Principal’s or the Promoter’s consent provide an alternative Site elsewhere within a Site or other commercial location (as appropriate) or at another Site and Global will not be required to provide any refund or credit to the Principal under clause 9 for any period during which the Promoter or the Principal conducts the Activity at the alternative Site. Global’s liability is limited as outlined in clause 8 below.

Prohibited Activities

3.6 The Parties acknowledge that the following categories of Activity shall not be permitted:

3.6.1 Activities which do not comply with the Advertising Standards;

3.6.2 any Activity of a type described in the Schedule; and

3.6.3 in respect of any individual Operating Company, any type of Activity notified to the Principal or the Promoter by Global or the relevant Operating Company in writing as unacceptable, including any Activity which in the opinion of Global or the relevant Operating Company might adversely affect in any way the interests of the relevant Operating Company or Global, and where any such Activity is prohibited, interrupted or discontinued, Global will not be required to provide any refund or credit to the Principal under clause 9:

3.6.4 to the extent that the Activity does not comply with the restrictions in sub-clauses 3.6.1 and 3.6.2; or

3.6.5 to the extent that any Activity does not comply with sub-clause 3.6.3, provided such restriction was notified to the Principal or the Promoter at least twenty eight (28) days prior to the start of the Activity Period.

The Principal acknowledges that the Manager, on behalf of the Operating Company, shall without having to give any reason, have total discretion to refuse permission to the Promoter and the Principal to access any Site or any aspect of any Activity including use, display or supply any product or service including any printed publication, commercial exhibition, concourse Activity or advertisement or display used by the Promoter or the Principal, if the Manager considers such advertisement or display to be offensive or illegal, and in such case the Principal will remain liable to pay the Charges as agreed. The Manager’s decision on all aspects of the Activities carried out in/on the Site by the Promoter or Principal shall be final.

THE CHARGE, OTHER FEES AND PAYMENT TERMS

The Principal agrees to pay Global the Charge on the terms set out in this Agreement.

Wherever in this Agreement provision is made for the Principal to pay any sum on which VAT is payable, the Principal shall pay in addition to such sum, VAT thereon at the rate applicable at the time of supply.

The Principal shall pay Global by such payment method as stipulated in the Order the full amount of the Charge in advance, payment to be received no later than 14 days prior to the Activity Period Start Date, unless the date of the Booking Confirmation is less than 14 days prior to the beginning of the Activity Period, whereby the Principal shall immediately on receipt of the Booking Confirmation pay to Global the full amount of the Charge.

The Promoter acknowledges that the rights granted in clause 3 are conditional upon payment of the Charges within the times set out in this clause 4 and in the event of non-payment, no access to the Site(s) shall be granted to the Principal or Promoter.

In the event that the Principal wishes to change the details of any booking, any amendment to the booking must be agreed by the Parties and shall be subject to a £100 administration fee payable by the Principal on receipt of the revised Booking Confirmation.

In addition to the Charge, the Principal shall be responsible for and indemnify Global against any business rates and other costs and outgoings relating to the Activity which may be or become payable by virtue of the rights granted by Global, including but not limited to electricity, gas or other service charges.

PRINCIPAL WARRANTIES AND INDEMNITY

The Principal:
5.1.1 undertakes to procure that the Activity will be of a type that is permitted under this Agreement;

5.1.2 undertakes to obtain and pay for, or procure that the Promoter shall obtain and pay for, all permits, licences and consents necessary to conduct the Activity, including all licences and consents necessary for the reproduction of any copyright material contained in any materials used in the Activity; and

5.1.3 warrants that nothing in the materials used in the Activity will infringe the Intellectual Property Rights of, or defame, any person;

5.1.4 undertakes to, and shall procure that the Promoter and any employee, agent or subcontractor, complies with all applicable Privacy and Data Protection Requirements.

5.2 The Principal acknowledges that approval of an Activity;

5.2.1 is an affirmation by Global that the Activity is booked with the Operating Company and not that the Activity complies with the Advertising Standards or the other requirements set out in this Agreement; and

5.2.2 does not grant the Principal any right to use Global or any Operating Company’s logo or its name or the name of any Site in any promotional materials, visual, audio or digital copy without Global’s prior written consent.

5.3 The Principal hereby grants Global a non-exclusive, royalty-free licence to use any Intellectual Property Rights arising out of or in connection with any Activity to carry out P.R. Activities in relation to an Activity, either before or after the relevant Activity Period.

5.4 The Principal acknowledges that Global shall have no liability to the Principal for failure to comply with its obligations under this Agreement and it shall not be responsible for the activities of the Principal or Promoter in conducting any Activity at any Site. The Principal shall indemnify Global against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Global arising out of or in connection with this Agreement or the subject matter thereof.

5.5 The indemnity in clause 5.4 shall not cover Global to the extent that a claim under it results from Global’s negligence, breach of this Agreement or wilful misconduct.

6 OBLIGATIONS OF THE PRINCIPAL

6.1 The Principal shall provide Global with, or shall procure that the Promoter shall provide Global with, a Method Statement (as defined below) acceptable to Global and the Operating Company not less than 14 days prior to the Activity Period Start Date setting out information including (but not limited to):

6.1.1 how the Activity will be undertaken;

6.1.2 an itemised list of all structures or other materials to be used in connection with the Activity;

6.1.3 any P.R. Activities to be carried out in connection with the Activity including any information on whether photography or filming will be undertaken by the Principal;

6.1.4 any possible impacts of overcrowding or increased footfall as a result of the Activity; and

6.1.5 a substantive risk assessment of the Activity setting out how the Activity will be undertaken (including a Privacy Impact Assessment if such Activity will require processing of Relevant Personal Data), (together the “Method Statement”);

6.1.6 and the rights granted in clause 3.1 shall be conditional upon the Principal or the Promoter providing the same and the same being approved by Global prior to the beginning of the Activity Period.

6.2 The Principal undertakes to Global and shall procure that each employee, officer and agent of the Principal and Promoter and of their sub-contractors involved in the administration of the Activity at the Site shall:

6.2.1 comply with, and procure that the Promoter shall comply with, (a) the Site Specific Instructions for the relevant Site; (b) Global’s tobacco, drugs and alcohol policy, a copy of which can be found on the Portal; and (c) all procedures, regulations, restrictions and instructions of the Operating Company, the Manager together with any reasonable and necessary additional procedures, restrictions and instructions stipulated by Global from time to time;

6.2.2 not undertake and procure that the Promoter does not undertake any P.R. Activities (i) on the Site in connection with any Activity or (ii) prior to the Activity Period Start Date without the prior written consent of Global;

6.2.3 comply with, and procure that the Promoter shall comply with, any conditions that the Operating Company may impose in respect of any Activity, on a case by case basis (including any training or safety procedures as advised from time to time); and (ii) ensure that, and to
procure that the Promoter shall ensure that, the use of the Site or other area in which the Activity is to be made will be consistent with a high class commercial environment;

6.2.4 comply with, and procure that the Promoter shall comply with, all statutory laws and regulatory and industry standards and requirements relating to the distribution of printed publications to the public or the commercial exhibition, concourse distribution or sampling of any product or service by members of the public or in relation to any Activity, and obtain all licences, consents and permits required to comply with such laws, standards and requirements;

6.2.5 observe, perform and comply in all respects with, and procure that the Promoter shall observe, perform and comply in all respects with, and shall procure that all structures, material and equipment to be used in connection with the Activity shall comply with all aspects with the health and safety policies, requirements and procedures of the relevant Operating Company as notified to the Principal or the Promoter in writing and all relevant health and safety statutes, regulations and industry standards;

6.2.6 report, and procure that the Promoter shall report, to Global and the relevant Operating Company any accidents, incidents and near misses involving any of the Principal’s or the Promoter’s staff, sub-contractors or agents or any third parties involving Operating Company property or activities pursuant to the terms of the Agreement;

6.2.7 conduct its activities, and procure that the Promoter shall conduct its activities, so as not to: (a) interfere with the activities of Global or any Operating Company, or endanger the safety of the relevant Global or Operating Company staff, or of any passengers, customers or tenants at a Site; or (b) impede or restrict the use of the relevant Operating Company’s property by their staff, tenants, passengers, customers or any other train operating company; or (c) impede or restrict Global’s or the relevant Operating Company’s staff or tenants in the execution of their duties, other than as expressly provided for in the Agreement;

6.2.8 undertake and execute, and procure that the Promoter shall undertake and execute, the Activity in a safe, professional and workmanlike manner; and

6.2.9 promptly follow, and procure that the Promoter shall promptly follow, any instruction from Global or any Operating Company to remove or cease any Activity.

7 INSURANCE

Where: (a) the Principal is involved in the running of the Activity or is present at the Site, the Principal shall; and/or (b) the Principal shall procure that the Promoter (and each sub-contractor or agent of the Principal or Promoter as applicable) shall, produce on placing an Order all relevant insurance certificates for and maintain in force the following insurance policies with reputable insurance companies:

7.1 employer’s liability insurance in respect of the Promoter’s and/or the Principal’s liability for any person in the Promoter’s and/or the Principal’s employment in the sum of not less than £10,000,000 (ten million pounds) per incident or such other minimum level as may from time to time be required by law; and

7.1.2 public liability insurance which provides an indemnity of not less than £5,000,000 (five million pounds) for any one incident or series of incidents arising out of any one event in respect of liability for death of or injury to any person, and loss of or damage to property.

The Principal’s liabilities under this Agreement shall not be deemed to be released or limited by the Promoter, or sub-contractor or agent of the Promoter, taking out the insurance policies referred to in this clause 7.

8 LIABILITY

Subject to clause 8.5, each claim (for the purpose of this clause 8.1, a “Claim”) arising as a result of the breach by Global of its obligations under this Agreement shall be submitted to Global in writing within 28 days following the end of the relevant Activity Period with sufficient information to enable Global to consider the Claim. Global shall have no liability in respect of any Claim submitted or notified after that date.

8.2 Subject to clause 8.5, if Global shall be liable to the Principal under the Agreement, Global’s liability shall not exceed the amount of the Charge payable under the Agreement.

8.3 In the event of any agreed errors by Global in the performance of its obligations under the Agreement, the error may be remedied by a substitution of such additional Site(s) or extension of the Activity Period (or both) as may be agreed between the Parties (whether orally or in writing). Performance by Global of such agreed substitution or extension will constitute a good discharge of Global’s obligations in respect of the Activity.
Subject to clause 8.5, the Parties agree that Global shall not be liable to the Principal for any loss of profits, expenses, revenues, goodwill, business or any other inconvenience or anticipated savings or any indirect or consequential loss whatsoever arising out of or in connection with this Agreement or unavailability of Sites, in each case whether or not Global has been advised of the possibility of such loss.

Nothing in the Agreement shall exclude or limit either Party’s liability for death or personal injury arising from its negligence, or for its fraud or fraudulent misrepresentation, or for any other liability to the extent to which it cannot be lawfully excluded.

Subject to clauses 3.6, 3.7, 8.3 and 9.3, if any Site approved by Global is not, following such approval, available for the Activity Period, including as a result of any prohibition, interruption or discontinuation of the Activity at the request of the Operating Company, then Global shall either:

9.1.1 refund or credit to the Principal a proportionate part of the Charge payable by the Principal for the part of the Activity Period during which the Site was not available; or

9.1.2 substitute such additional Site(s) or extend the Activity Period (or both), at its sole discretion.

Any such agreed refund, credit substitution or extension by Global will constitute an exclusive remedy, and good discharge of Global’s obligations under clause 9.1 and Global shall have no further liability to the Principal or Promoter in relation to any unavailability of the Site(s).

For the purposes of clause 9.1 and subject always to clause 12.8, no refund, credit or other compensation shall be payable in respect of any day(s) of the Activity Period if the Site is available for at least 95% of the specified hours for such day.

Global may terminate the Agreement forthwith by notice:

10.1 in the circumstances described in clause 3.4;

10.1.2 in the event that a Method Statement of the Activity is considered by Global (acting reasonably) to be too high risk or unsuitable for the Sites; or

10.1.3 upon service of 30 days’ written notice to the Principal.

Subject always to any termination provisions set out in a relevant Order Form, the Principal may terminate the Agreement upon serving written notice to terminate to Global (Termination Notice):

10.2.1 in accordance with clause 12.8; or

10.2.2 subject to payment of the following termination fees:

(a) on payment of a £100 administration fee should the Termination Notice be received by Global in excess of 8 weeks prior to the Activity Period Start Date; or

(b) on payment of 50% of the Charges should the Termination Notice be received by Global less than 8 weeks but more than 4 weeks prior to the Activity Period Start Date; or

(c) upon payment of the Charges in full should the Termination Notice be received by Global less than 4 weeks prior to the Activity Period Start Date.

Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

10.3.1 the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;

10.3.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

10.3.3 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to
any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

10.3.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.3.5 any warranty given by the other Party in this Agreement is found to be untrue or misleading.

10.4 For the purposes of this Agreement, the occurrence of any of the matters or circumstances listed in clause 10.3 by or in respect of the Promoter shall be deemed by the Parties to be an occurrence of such matter or circumstance by or in respect of the Principal, giving Global the right to terminate.

11 CONSEQUENCES OF TERMINATION

11.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in or come into full force and effect as intended notwithstanding such termination or expiry.

11.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11.3 Following termination of the Agreement or cancellation of an Activity the Principal will pay to Global forthwith all outstanding amounts owing to Global plus all interest payable on overdue amounts at a rate of 4% per annum which is payable (if any).

11.4 In the event of a termination by Global in accordance with clause 3.4, Global 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 Activity is discontinued together with any other costs and Charges due and owing by the Principal to Global. Subject to any refund or credit to be given in accordance with clause 9, Global shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such discontinuation, interruption, suspension, variation or cancellation.

12 GENERAL

12.1 In this Agreement, unless the context otherwise requires, a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.

12.2 The Schedule(s) and the information set out in the Order and Booking Confirmation form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. A reference to a schedule shall mean the Schedule to this Agreement.

12.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

12.4 Any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.5 The headings will be disregarded in construing this Agreement.

12.6 To the extent that the Principal and the Promoter are the same person, each obligation of the Principal to procure that the Promoter shall or shall not do something shall be interpreted as an obligation of the Principal (in its capacity as Promoter) to do or not do that thing.

12.7 To the extent that the Principal is involved in the running of the Distribution or is present at the Site or the Operating Company’s premises in connection with this Agreement, each obligation of the Principal to procure that the Promoter shall or shall not do something shall be interpreted as an obligation of the Principal to do or not do that thing.

12.8 Force majeure. Global shall not be liable for any adverse impact on any Activity, or for any delay in performing, or failure to perform, any of its obligations under this Agreement, if such adverse impact, delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances Global shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 30 days (save for where the delay is caused by strike action and the Activity may be relocated to another Site in the reasonable opinion of Global), the Principal may terminate this Agreement with immediate effect on giving written notice to Global.

12.9 Set-Off. Global may at any time, without notice to the Principal, set off any liability of the Principal to Global against any liability of Global to the Principal and whether or not either liability arises under this Agreement.

12.10 Implied Warranties: To the maximum extent permitted by law, all terms, conditions, representations and warranties, which are not expressly set out in this Agreement, are excluded including all implied and
12.11 **No Partnership, Agency or Employment**

12.11.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

12.11.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

12.11.3 This Agreement does not set up or create an employer/employee relationship, each Party being individually responsible only for its obligations as set out in this Agreement and, in addition, the Parties agree that their relationship is one of independent contractors. Neither Party shall be bound by the acts or conduct of the other, save for acts or conduct which the first Party specifically authorises in writing in advance.

12.12 **Confidentiality.**

12.12.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 12.2.2.

12.12.2 Each Party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12.2; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.12.3 Neither party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Agreement.

12.13 ** Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.14 **Transfer and Assignment.**

12.14.1 Global shall be entitled at any time to assign or transfer or novate (and in such case the Principal shall provide all cooperation necessary to facilitate the execution of such novation) all or any of Global's rights or obligations under the Agreement to any member of its group of companies, the Operating Company, any successor to the Operating Company, or any person nominated by the Operating Company.

12.14.2 The Principal may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Global.

12.15 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12.16 **Waiver.** No failure, delay or single or partial exercise by a Party of any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.17 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

12.18 **Notices.**

12.18.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post at its registered office or sent by email to the address specified in the Order.

12.18.2 A notice or other communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by email, on the next Business Day after transmission.

12.18.3 This clause shall not apply to the service of any proceedings or other documents in any legal action.

12.19 **Third party rights:** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the
Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

12.20 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

12.21 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
SCHEDULE
LIST OF RESTRICTIONS ON THE CONTENT AND EXECUTION OF ACTIVITIES

The Principal acknowledges and agrees that no Activity, and no materials used in any Activity, shall be permitted that:

- (in the case of Northern Rail and Newcastle Metro Stations) involves giving away free newspaper publications prior to noon;
- depicts train travel in, or the Operating Company’s services in, a negative light;
- relates in any way to soliciting litigation work (whether on a no-win-no-fee basis or otherwise);
- involves promoting (including giving away samples of) alcohol or tobacco;
- depicts men, women or children in a sexual manner, or includes the display of nude or semi-nude figures in an overtly sexual context (for example, whilst the use of underdressed people in most underwear advertising may be seen as an appropriate context, gratuitous use of an overtly sexual nature would be viewed as unacceptable);
- depicts or refers to indecency or obscenity, depicts bodily functions, uses obscene or distasteful language;
- promotes lap-dancing, ‘gentlemen’s clubs’, escort agencies, or massage parlours;
- depicts direct and immediate violence to anyone;
- condones or provokes anti-social behaviour;
- promotes films which have not been granted permission for public exhibition or which do not show the required certificate;
- promotes cars/personal motor vehicles as an alternative to public transport;
- mocks or negatively depicts public transport and other sustainable forms of transport such as cycling;
- mocks or negatively depicts any individual or group on the grounds of their race (ethnic or national origin), gender, creed or religion, disability, sexual preference, appearance or age;
- promotes any belief (including any lack of any belief); or
- promotes any political party or parties or a political cause.

September 2019