

AD-VANTAGE MEDIA LIMITED

ADVERTISING CONTRACT TERMS AND CONDITIONS

THE CONTRACTOR AND ADVERTISER / AGENCY AGREE:

1. The right hereby granted to the Advertiser / Agency shall end on the expiry of the Terms of Contract and is non-assignable. The rights and remedies herein shall not be varied unless they are recorded in writing and signed by both parties.
2. The Advertiser / Agency shall from the Date of Commencement pay the Contractor the Rates of Payment specific above payable on the 20th of the month following each invoice. In the event of default in any payment due the Contractor may cancel the contract and remove any advertising but without releasing the Advertiser / Agency from any payments then due and interest at 2% per month may be charged on any overdue payments.
3. In contracts for ninety (90) days or longer the Advertiser has the right of renewal provided however not less than thirty (30) days notice requesting such renewal is received. The rate of payment will be agreed between the parties, but not less than previously payable.
4. The Contractor at any stage during the term of the Contract may increase the rate of electricity payment in accordance with any increase in the cost of electricity incurred by the Contractor.
5. All advertisements are subject to the prior approval of the Contractor which has the unfettered right to refuse any advertisement. Should there be any claim against the Contractor the Advertiser / Agency accepts full responsibility for the content of all advertisement and agrees to indemnify the Contractor against all claims, costs, actions and damages.
6. The Advertiser / Agency shall produce advertising material at least 5 working days prior to the Date of Commencement of the Contract. If production is provided by the Advertiser / Agency they shall ensure the Contractor has a continuous supply of advertising material to complete the contract.
7. The Contract may be terminated by the Contractor at any time if the Contractor is prohibited from or prevented from continuing to grant to the Advertiser / Agency the right to exhibit advertisements at the location, and in the event of such termination the Advertiser / Agency shall be released from all payments for any unexpired portion of the Term of Contract but the Advertiser / Agency shall have no claim or other right against the Contractor.
8. The Advertiser / Agency confirms the advertising material complies with all relevant controls and guidelines set down by the Advertising Standards Authority or any other body empowered by law and failure in doing so does not release the advertiser from any obligation due under this agreement.
9. The Advertiser / Agency will be responsible for and pay all costs relating to maintaining the good appearance of the advertisement exhibited.
10. The Advertiser / Agency confirms that all advertising material has the appropriate approval of any relevant authority if required, and that any alcohol or pharmaceutical advertisements having been **LAPS** or **TAPS** approved, and failure in doing so does not release the advertiser from any obligation due under this agreement.