



**STANDARD
TERMS & CONDITIONS
OF CONTRACT**

1 DEFINITIONS AND INTERPRETATION

1.1 In construing these terms and conditions the following words and expressions shall have the meanings herein assigned to them unless the context suggests otherwise:-

“Advertisement” means posters and any other advertising material intended by the Advertiser for display.

“Advertiser” means the Principal where no Agent is appointed, and means the Agent where an Agent is appointed by the Principal.

“Advertising Agency” means any person, body, firm or company recognised and accepted as an advertising agency by the Media Owner, at its sole and absolute discretion, in accordance with the Outdoor Media Association’s recognition procedure.

“Agent” means any person, firm or body corporate appointed by a Principal to administer an Order.

“Business Day” means any day on which banks are open for business in Ireland.

“Media Owner” means the person, firm or company, being a current member of the Outdoor Media Association, who accepts an order for the display of Advertisement.

“In-Charge Date” shall mean the date from which the display shall commence as specified in the order.

“Order” means a written order which incorporates these terms and conditions given by an Advertiser to, and accepted by, the Media Owner for the display of an Advertisement.

“Principal” shall mean any person, firm or body corporate, including an Advertising Agency, who places an order as the principal with the Media Owner or on whose behalf an order is given by an Agent, and as such is liable for payment and display of Advertisements.

“Regulations” mean the European Communities (Late Payments in Commercial Transactions) Regulations, 2002.

1.2 In these terms and conditions, any reference to:

1.2.1 clauses are to clauses in these terms and conditions unless the context otherwise suggests;

1.2.2 a person includes a reference to any individual, body corporate, association or partnership;

1.2.3 a person, firm or body corporate includes as a reference to the legal personal representatives, successors and lawful assigns of the person, firm or body corporate (as the case may be);

1.2.4 “writing”, “written” or any similar expression includes transmission by facsimile or email; and

1.2.5 a document is a reference to that document as from time to time supplemented or varied.

1.3 Headings to clauses are for convenience only and do not affect the interpretation of these terms and conditions.

1.4 To the extent that the parties have executed a separate agreement covering the subject matter of the Order, the terms of that separate agreement shall supersede and prevail over these terms and conditions.

2 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 These terms and conditions shall be deemed to be incorporated in contracts arising from Orders for the display of Advertisements, unless the Media Owner agrees otherwise in writing.
- 2.2 The Principal shall be ultimately responsible for the payment of accounts and shall be deemed to have full authority in all matters connected with the placing of Orders and the approval or amendment of Advertisements. Any person, firm or company, other than an Advertising Agency, giving an Order for and on behalf of a client shall not be deemed to contract as a Principal, but shall be regarded for all purposes as an agent for a disclosed principal unless such person firm or company is accepted as a Principal by the Media Owner, acting in its sole discretion.
- 2.3 All Orders shall specify the name of the Principal otherwise the Order shall be deemed to have been rejected by the Media Owner and this rejection confirmed to the Agent. No Order shall be deemed to be accepted by the Media Owner unless and until confirmed by the Media Owner by an order confirmation form, which in the case of line by line bookings shall include details of individual sites booked, or in the absence of such written acceptance shall be deemed to occur once the Media Owner has commenced performance of the services. Where order confirmation forms are issued they shall be sent to the recognised office of the Agent or to the recognised office of the Principal, if no Agent has been appointed.
- 2.4 The space booked shall be used only for the brand, product or service specified in the Order at the time of booking.

3 ACCEPTANCE AND DISPLAY OF ADVERTISEMENTS

- 3.1 The Media Owner reserves the right to avail of the pre-display vetting service provided by the Advertising Standards Authority for Ireland and/or Central Copy Clearance Ireland.
- 3.2 The Media Owner reserves the right not to accept any Advertisement for alcohol-related products unless the Advertisement is accompanied by certificate and approval number issued by the Central Copy Clearance Ireland Publication.
- 3.3 All Advertisements shall be delivered at the Advertiser's cost to the posting depot address or addresses specified by the Media Owner per the schedule provided by the Media Owner or not less than 6 Business Days before the In-Charge Date / the date for the change of display.
- 3.4 In the event of Advertisements being delivered less than 6 Business Days prior to the In-Charge Date the Media Owner will post the campaign as early as possible and endeavour to meet the in-charge date but will not be in a position to provide a guarantee of timely posting.
- 3.5 The Advertiser shall supply the Media Owner with an adequate number of Advertisements to complete the initial display plus an additional amount being not less than 15%, so as to enable the Media Owner to maintain the display in good condition.
- 3.6 All wet-posted 96 sheet, 48 sheet, 32 sheet, 12 sheet, 4 sheet or alternative sized Advertisements should be printed on good quality blue back paper of a minimum weight of 115g/m². 6 sheet posters require 170 gsm paper unless a separate arrangement exists between the Advertiser and the Media Owner.
- UV posters should undertake appropriate ink density and drying procedures during printing to prevent incapacity of the Advertisement paper in absorbing poster paste.
- 3.7 Advertisement packaging for delivery should be carried out as follows:
- Large Format posters should be collated, folded and wrapped in packages of 5. A proof/poster layout must be attached to each package stating the UCR percentage. The quantity and total quantity should be marked on each package.

4 and 6 sheets should be rolled and wrapped in packages of 30. Each package should be clearly labelled showing the quantity, campaign and design of the Advertisement.

- 3.8 In the event of non-delivery of the Advertisements, the charge for display shall be calculated as from the date specified in the Order and the sites reserved shall be paid for in full, notwithstanding that the Advertisements have not been displayed for the full period.
- 3.9 A part delivery of the Advertisements shall be deemed to be a non-delivery for the purposes of this clause.
- 3.10 Delivery of Advertisements shall not be deemed to have been made until the delivery requirements specified in clause 3 have been met and the relevant posting instructions have been received by the Media Owner.

4 ACCEPTANCE AND DISPLAY OF ADVERTISEMENTS

- 4.1 Subject to clause 3, all Advertisements for display periods of 28 days or more will be posted within 6 Business Days from the In-Charge Date specified in the Order or alternatively within a shorter period as specified by the Media Owner's posting calendar as issued. For display periods of 14 days or less, the posting period shall reduce to 3 Business Days from the In-Charge Date or alternatively as specified by the Media Owner's posting calendars as issued. In all cases the full display period (in days, weeks, fortnights, half months or months) as specified in the Order shall be deemed to be the period of contract. Removal of Advertisement in monthly/four weekly campaigns shall take place during the 3 Business Days prior to and the 3 Business Days after the date fixed for the completion of the display. For shorter display periods removal shall take place during the 3 Business Days after the date fixed for the completion of the display.
- 4.2 All rates include the maintenance of the display in good condition, provided the Media Owner has been supplied with replacement Advertisements in accordance with clause 3.5.
- 4.3 All rates for Orders in excess of one calendar month shall include a change of Advertisements once a month, if required. All changes required at more frequent intervals will be charged for. Where blanking prior to posting is specifically requested by the Advertiser, an additional cost will be charged to the Advertiser.
- 4.4 When an Advertiser is entitled to a change of Advertisements without separate charge and stipulates a date upon which such a change should be commenced, the Media Owner shall use all reasonable endeavours to complete the change within 6 Business Days after the stipulated date, provided it has received the replacement Advertisements in accordance with clause 3. If no date is stipulated in writing by the Advertiser a date 10 Business Days after receipt of the replacement Advertisements shall be deemed to be the stipulated date.
- 4.5 Where an Advertiser requires a change of Advertisements in respect of which a separate charge is to be made, the Media Owner shall complete such change as agreed with the Advertiser, provided he has received the replacement Advertisements in accordance with clause 3. Unless otherwise agreed by the Advertiser, the Media Owner shall not commence such change before the stipulated date.
- 4.6 After completion of posting, if requested by the Advertiser, the Media Owner shall supply a certificate of posting for each display within 3 Business Days, the particulars of which shall be accepted by the Advertiser.
- 4.7 In the case of pre-selected campaigns, the Media Owner reserves the right without liability to substitute sites for other sites of a similar quality, where the Media Owner considers (in its sole opinion) this is necessary for operational reasons and will not materially prejudice the Advertiser's interests.
- 4.8 In the case of line-by-line Orders, if any site is unavailable such site may be substituted by prior agreement between the parties or cancelled.

- 4.9 Any Advertisements in the Media Owner's possession which are surplus to requirements or which have been removed from display will be retained for not more than 21 Business Days following the end of the display period unless the Advertiser has given notice in writing that they are to be held for collection. In the event that no such notice is received by the Media Owner or if the Advertiser fails to collect the Advertisements by the agreed date, the Media Owner may destroy the Advertisements.

5 **ORDERS**

- 5.1 Till countermanded orders shall only be accepted for a minimum period of 36 consecutive weeks and shall only be cancellable in accordance with clause 6. Additional sites may be added to till countermanded orders at the rates then prevailing, provided that such additional sites shall only be cancellable so as to come out of the charge at the same date as the original order.
- 5.2 Subject to the approval of the Media Owner fixed period orders for 52 or more consecutive weeks may be renewed provided that the Advertiser gives at least 12 weeks' prior notice and the whole display is renewed at the rates applicable from the date of renewal.
- 5.3 Orders may only be placed for fixed units of 28 days or 14 days in accordance with the Media Owner's calendar unless otherwise agreed between the parties.

6 **CANCELLATION**

- 6.1 Subject to clause 7 below, all Orders and subsequent contracts may be cancelled by the Advertiser by 90 days written notice given at any time. In the event of notice being given less than 90 day prior to the In-Charge Date, the contract shall then be cancellable at corresponding intervals and the Advertiser shall pay any cancellation charge imposed by the Media Owner.
- 6.2 Till countermanded orders may be cancelled by either party by 90 days written notice, given at any time after the end of the initial 36 week period referred to in clause 5.1.
- 6.3 In the event of a panel or campaign under option being required by another client, the optioning client will be requested to confirm the booking with a written order or cancel within 48 hours. A booking confirmed in these circumstances is non-cancellable and non-transferable to another product/brand.

7 **PAYMENT**

7.1 Invoices

- 7.1.1 Invoices shall be sent to the Principal where no Agent has been appointed. Where an Agent has been appointed invoices shall be sent to the Agent, and the Principal shall be sent a monthly statement of account from the Media Owner.
- 7.1.2 Invoices for display periods of 28 days or less will normally be raised during that display period. For display periods greater than 28 days separate invoices will be issued in each calendar month during the display period. For display periods of three weeks or less which start in one month and finish in the next month, invoices will normally be raised in the month in which the majority of the display falls unless otherwise agreed between the parties. For periods of display for more than three weeks which start in one month and finish in the next month each part calendar month will be invoiced as a separate display period.
- 7.2 At the Media Owner's discretion, early or prompt payment discounts may be negotiated.
- 7.3 Any amount not paid by the relevant payment date may be subject to a late payment interest as specified in the invoice or in accordance with the provisions of the Regulations.

- 7.4 In the event that payment is overdue by more than the period specified in the invoice or in accordance with the Regulations, the Media Owner reserves the right, without prejudice to all its other rights or remedies, by notice in writing to the Principal or Agent:
- 7.4.1 to cancel all orders in respect of the Principal or Agent concerned and to remove their Advertisements from display. The cost incurred in such removal shall be paid by the Principal and/or Agent and the charge for display shall be paid in full notwithstanding the order in part shall be deemed to be terminated and the Advertisements removed;
 - 7.4.2 to require any future accounts to be dealt with in accordance with such revised terms and conditions as the Media Owner may specify;
 - 7.4.3 to withdraw agency recognition if the Principal or Agent is an Advertising Agency; and/or
 - 7.4.4 not to accept further bookings from the Principal or Agent.
- 7.5 In the event of any part of an invoice rendered by a Media Owner being disputed by the Advertiser, payment in respect of that part only may be withheld pending settlement of the dispute. The remainder of the invoice shall be paid in accordance with the applicable terms of the Order, the Regulations or these terms and conditions.
- 7.6 Unless otherwise agreed, liability for Agent's commission is deemed to be that of the Principal even though the Media Owner may, on its behalf, discharge such liability. Payments made by the Media Owner to the Agent are deemed to be payments made in satisfaction or on account of the Principal's payment of commission to its Agent and shall be reimbursed by the Principal to the Media Owner. The Agent shall account to the Principal all commissions paid to it by the Media Owner as aforesaid.
- 8 CLAIMS FOR REFUNDS OR CREDIT**
- 8.1 All claims for refunds or credit shall be submitted in writing to the Media Owner within 21 Business Days following the end of the period of display with sufficient information to enable the Media Owner to consider the claim. The Media Owner shall not be required to consider any claim submitted after the due date.
- 8.2 The Media Owner shall not be liable to the Advertiser, to give refunds or credit or otherwise:
- 8.2.1 if the Advertisement or artwork has not been delivered in accordance with clause 3;
 - 8.2.2 in respect of any damage or incorrect or non-display of any Advertisement if it remedies the defect within 3 Business Days after the receipt of notification and provided it has sufficient replacement Advertisements in stock to remedy the defects or has notified the Advertiser of any shortfall in supply;
 - 8.2.3 in respect of an illumination failure, if it restores illumination within 3 Business Days after receipt of notification;
 - 8.2.4 in respect of faulty moving displays, provided it remedies the defect within 3 Business Days, after receipt of notification.
- 8.3 When a Media Owner provides a mutually agreed overshoot by way of additional panels, then any agreed errors or damages for which credit or a refund is due will be set off against the overshoot. Any agreed errors still outstanding may be eligible for credit or additional displays.
- 8.4 If the Media Owner shall be liable for the non-display or the damaged or incorrect display of any Advertisement, the Media Owner's liability shall in no circumstances exceed the charge for display of that Advertisement for the period of non-display or damaged or incorrect display.

8.5 The Media Owner shall not be liable for loss or damage to any Advertisement supplied to the Media Owner. The Media Owner shall not be liable to the Advertiser for any indirect or consequential loss.

9 **WARRANTY, LIABILITY AND INDEMNITY**

9.1 The Advertiser warrants and undertakes that;

9.1.1 all its Advertisements will comply with all statutory and other legal requirements and the requirements of the Advertising Standards Authority for Ireland and Central Copy Clearance Ireland;

9.1.2 it will be responsible for obtaining and paying for all necessary licences and consents for the posting of any advertising or copyright material contained or the appearance of any person in his Advertisement;

9.1.3 no Advertisement will breach the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person or, is or could be deemed to be defamatory, of any third party;

9.1.4 it will not sublet or donate any sites to or on behalf of any party not specified in the Order without the Media Owner's prior written consent at least 28 Business Days prior to the proposed subletting or donation.

9.2 The Advertiser hereby agrees to indemnify and keep the Media Owner indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of these terms and conditions or in any manner whatsoever in consequence of the use of any Advertisement or matter supplied by or displayed for the Advertiser. The Advertiser agrees that this indemnity shall not preclude the Media Owner from conducting its own defence in any legal proceedings brought against it and the Advertiser hereby agrees to indemnify the Media Owner against all legal costs incurred by the Media Owner in conducting such defence. All amounts payable by the Advertiser under this clause shall be payable to the Media Owner on demand.

9.3 The Media Owner accepts full responsibility for the use and maintenance of any site for the display of Advertisements under these terms and conditions.

9.4 The Media Owner agrees to not place competing products next to each other horizontally or vertically causing juxtapositioning. Prismatic and scrolling panels are not considered a juxtaposition as advertisements are seen in isolation.

9.5 The Media Owner shall have the right, acting in its sole discretion, to refuse to display or continuing to display any Advertisement which:

9.5.1 does not comply in all respects with the Advertiser's warranties and undertakings detailed in clause 9.1;

9.5.2 differs in any material respect from any Advertisement specified in the Order at the time of booking or subsequently changed without the approval of the Media Owner;

9.5.3 the Media Owner reasonably considers to be unacceptable; or

9.5.4 does not comply with all statutory and other legal requirements and the requirements of the Advertising Standards Authority for Ireland and Central Copy Clearance Ireland.

9.6 In the event the Media Owner exercises its rights under clause 9.5, the Advertiser shall have no claim for damages for breach of contract and the sites reserved shall be paid for in full, notwithstanding that the Advertisements have not been displayed.

10 **FORCE MAJEURE**

10.1 The Media Owner shall not be liable to the Advertiser or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Media Owner's obligations under these terms and conditions, if the delay or failure was due to any causes beyond the Media Owner's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Media Owner's reasonable control:

10.1.1 act of God, acts of terrorism, explosion, inclement weather, tempest, fire or accident;

10.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.1.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Media Owner or of a third party).

10.2 The Media Owner shall be entitled to be paid in full by the Advertiser any moneys due and owing by the Advertiser to the Media Owner but shall not be liable to pay any damages, costs or expenses to the Advertiser as a result or in respect of such suspension, variation or cancellation.

11 **TERMINATION**

11.1 The Media Owner reserves the right by notice in writing to the Principal and Agent (if applicable), to terminate the contract forthwith without prejudice to any other right or remedy if:

11.1.1 the Advertiser is in breach of these terms and conditions; or

11.1.2 the Principal or Agent becomes insolvent, unable to pay its debts as they fall due or proposes or makes a general assignment, arrangement or composition with or for the benefit of its creditors;

11.1.3 an order is made or an effective resolution is passed for the winding-up of the Principal or Agent;

11.1.4 an encumbrancer takes possession or a receiver is appointed over all or any of the undertaking, property or assets of the Principal or Agent;

11.1.5 an order is made or a petition is presented for the appointment of an examiner to that other party or an examiner is appointed in respect of the Principal or Agent;

11.1.6 the Principal or Agent ceases or threatens to cease carrying on its business or a material part of its business;

11.1.7 the Principal or Agent sells or disposes of its undertaking or a major part thereof; or

11.1.8 anything analogous to any of the foregoing occurs under the law of any jurisdiction in relation to that other party where it carries on business.

11.2 The Media Owner shall not be liable to either the Principal or the Agent, for any loss of profit, contracts, goodwill or business opportunity arising out of or in connection with the termination of any Order for any reason.

11.3 Upon the termination of the Order for any reason, outstanding unpaid invoices rendered by the Media Owner shall be immediately paid by the Advertiser and invoices in respect of Orders prior to termination but for which an invoice has not been submitted shall be payable immediately upon submission of the invoice.

12 **CHANGES OF RATES AND CONDITIONS**

Whilst as much notice as possible will be given of all changes, the Media Owner reserves the right to change his rates and any of these terms and conditions at 6 calendar weeks notice. In the event of a change in advertisement rates or any change in any of these terms and conditions, the Advertiser shall, by serving written notice on the Media Owner within 2 calendar weeks of the date of the Media Owner's notice of such change, be entitled to cancel any order for an advertisement to which the changed rates or terms and conditions would otherwise be applicable. The notice of change in rate, so far as it concerns a contract covering a number of individually rated sites, shall contain details of the change in respect of each and every site covered by that contract.

13 **WAIVERS AND ALTERNATIVE REMEDIES**

13.1 No delay, omission or forbearance on the part of the Media Owner in exercising any right, power, privilege or remedy provided by law or under these terms and conditions shall operate to or be construed or interpreted as operating to:

- (i) impair such rights, power, privilege or remedy; or
- (ii) operate as a waiver thereof.

13.2 Single or partial exercise by the Media Owner or any right, power, privilege or remedy provided by law or under these terms and conditions shall, whether or not exercised, not preclude any other or further exercise thereof.

13.3 The rights, powers, privileges and remedies of the Media Owner in these terms and conditions are cumulative and not exclusive or any rights, powers, privileges and remedies it would otherwise be entitled to under common law or statute.

13.4 The Media Owner shall be entitled to withhold and set-off monies owing to the Advertiser, in accordance with these terms and conditions, in the event and to the extent the Advertiser owes any monies, damages, costs or expenses to the Media Owner in accordance with these terms and conditions.

14 **VARIATION**

No terms and conditions other than these terms and conditions or any variation thereof under clause 12 herein shall be binding on the Media Owner unless agreed by him in writing, but nothing in these terms and conditions shall preclude the Media Owner and Advertiser from varying any of these terms and conditions in respect of any particular contract, if they mutually agree to do so.

15 **NO PARTNERSHIP**

15.1 Nothing in these terms and conditions and no action taken by the parties pursuant to these terms and conditions shall create, or be interpreted or construed as creating a partnership, agency, association, joint venture or, other co-operative entity between the parties.

15.2 Neither party shall have any right, power or authority to enter into any agreement, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind or other party unless expressly provided otherwise in these terms and conditions.

16 **ASSIGNMENT / SUB-CONTRACTING**

16.1 The Advertiser shall not, without prior written consent of the Media Owner assign any of its rights or obligations under these terms and conditions.

16.2 The Media Owner shall have the right to subcontract any of its obligations either in whole or part unless otherwise specifically agreed between the parties.

17 **GOVERNING LAW**

These terms and conditions shall in all respects be governed by and construed in accordance with the laws of Ireland.

18 **JURISDICTION**

The Advertiser and Media Owner hereby irrevocably agrees that the courts of Ireland have exclusive jurisdiction to hear and decide any suite, action or proceedings and to settle any disputes which may arise out of or are in connection with these terms and conditions and, for these purposes, irrevocably submits to the jurisdiction of the courts of Ireland.

Terms and Conditions are updated over-time and made available on the OMA website www.oma.ie