

Build Hollywood Ltd trading as Jack, Jack Arts & Diabolical

TERMS & CONDITIONS

All Campaign Bookings are accepted on the following terms and conditions:

1. Example Site Lists and Queuing System

1.1 All site lists provided are example only to provide an indication of formats and locations that match the Advertisers brief requirements. Site lists are subject to change depending on the outcome of the challenge period. All site lists are signed off by the Advertiser with the knowledge that sites may be swapped out for alternative locations during the challenge period to equate to an equal level of investment or less. Site lists are only considered final after the challenge period is complete and the final 'booked (subject to final sign off)' version of the plan has been agreed to by all parties.

1.2 When booking a 4 Sheet General Distribution Campaign, no site list will be provided. When the Campaign goes Live, Build Hollywood Ltd will provide a detailed site list upon request during the first week of Campaign Live Dates.

1.3 The Advertiser will be added to the interest queue for all sites on an Example Site List. Once a campaign is signed off, Build Hollywood Ltd will challenge the brand at the front of the queue for each site. Whereby sites are lost during the challenge period, Build Hollywood Ltd will find replacement sites where possible; the Advertiser will have a chance to review and accept or request alternatives to these new sites.

2. Artwork

2.1 Poster artwork must be submitted by the Advertiser 14 days prior to the Campaign Start Date. Late supply of artwork may incur additional charges and/or result in poster display delay and a shorter campaign live period. All Artwork is accepted by Build Hollywood Ltd on condition that it is copyright cleared, has been proof read by you and is in all respects 'print ready' having followed Build Hollywood Ltd specifications.

2.2 Artwork and assets for any experiential or special build must be submitted by the specified date outlined by Build Hollywood Ltd. Late supply of artwork and assets may incur additional charges and/or result in poster display delay and a shorter campaign live period. All Artwork is accepted by Build Hollywood Ltd on condition that it is copyright cleared, has been proof read by you and is in all respects 'print ready' having followed Build Hollywood Ltd specifications.

3. Posting

3.1 You understand that posting and special build may take place 2-4 days either side of the "in-charge" date as per posting schedule. The posting schedule may be altered due to "Force Majeure" circumstances beyond our control such as adverse weather conditions.

3.2 Build Hollywood Ltd will repost any posters that have been damaged (torn, graffitied, etc.), however the nature of paper and paste flyposting does mean that posters may show some creases and/or air bubbles, and Sites will not be reposted if this occurs.

3.3 Build Hollywood Ltd will attempt to make good any damage to a special build within a reasonable time frame. In extreme circumstances, additional budget may be required for extra materials however this will always be discussed and agreed on by all parties.

4. Payment and Cancellation

4.1 The Price excludes amounts in respect of value added tax (VAT), which the Advertiser shall additionally be liable to pay Build Hollywood Ltd at the prevailing rate, subject to the receipt of a valid VAT invoice.

4.2 The Advertiser shall pay Build Hollywood Ltd's invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by Build Hollywood Ltd.

4.3 If the Advertiser fails to make any payment due to Build Hollywood Ltd under the Contract by the due date for payment, then the Advertiser shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Advertiser shall pay the interest together with the overdue amount.

4.4 The Advertiser must provide as much notice as possible to the Company in writing of any postponement or cancellation. In the event of such postponement or cancellation, the following charges ("Cancellation Charges") will apply:

(1) Cancellation up to 30 days prior to the Campaign Start Date = free of charge.

(2) Cancellation within 30 days prior to the Campaign Start Date = 100% of total Campaign cost.

(3) Any variation of the booked Display Dates at any time prior to the Campaign Start Date must equal or exceed the original Display Period charge value regardless of Site availability and will incur an additional 10% Administration Fee.

(4) Any request to vary the booked Display Dates made 30 days or less prior to the original Campaign Start Date will incur a charge for all unsold Sites plus a 10% Administration Fee.

(5) Any change of Sites made 30 days or less prior to the original Campaign Start Date will incur a charge of 50% of each Site removed or substituted.

(6) If your campaign is to specifically promote an event that is cancelled due to COVID-19 (Corona virus), we will render our invoice(s) as normal. For the avoidance of doubt, all payment(s) will be due within our usual payment terms, despite the cancellation. However, we will allow you move your campaign to an agreed date within 12 months from the commencement date of the original campaign; this is referred to as a Campaign Deferral, and we will allow 1 Campaign Deferral free of charge. This will be subject to availability and will need to match the cancelled campaign in terms of spend but may differ in precise locations.

5. Photographs

5.1 An example selection of proof of photographs will be emailed to the Advertiser on or before (where possible) the first Friday following the date upon which your Campaign went live. Proof of posting photographs may be taken in the hours of darkness and may be low quality.

5.2 For all 4 Sheet General Distribution Campaigns a selection consisting of 20% - 30% of photographs from the Advertisers overall Campaign will be provided.

5.3 Please note that Build Hollywood Ltd do not guarantee a proof of posting photo for every poster site.

5.4 Professional photos can be requested as an optional paid extra for any campaign, and will provide an example selection of your sites taken and edited by a professional photographer. Build Hollywood Ltd will retain the rights to use all professional photography for use in Marketing Materials, unless otherwise agreed in writing with a booking party at the time of booking.

6. Warranties

6.1 The Advertiser hereby warrants, represents and undertakes to Build Hollywood Ltd that the Advertiser shall indemnify Build Hollywood Ltd and keep Build Hollywood Ltd fully and effectively indemnified against all fines, penalties, levies, actions, costs, demands, losses, claims and expenses of whatsoever kind or nature arising from any "guerrilla" marketing activities undertaken by Build Hollywood Ltd on the Advertiser's behalf whilst providing the Services, or any actual or threatened breach or non-performance of any of the warranties, representations, undertakings or obligations on the Advertiser's part contained in these Conditions.

6.2 Neither party shall be liable to the other party for incidental, consequential, special or punitive damages or loss of profits which the other party may suffer arising out of any breach of these Conditions.

7. Limitation of Liability

7.1 Nothing in this agreement shall limit or exclude Build Hollywood Ltd's liability for:

- (1) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (2) fraud or fraudulent misrepresentation; or
- (3) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Build Hollywood Ltd shall under no circumstances be liable to the Advertiser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for:

- (a) any loss of profit, or any indirect or consequential loss arising under or in connection with these Conditions;
- (b) any claim for loss of publicity or opportunity to enhance the reputation of the Advertiser even if it delays or abandons production or exploitation of the Services; or
- (c) any loss or damage to the property of the Advertiser, nor for any personal injury, illness or death caused or suffered in connection with its engagement under this agreement unless caused by the negligence of Build Hollywood Ltd and recoverable on that ground following the judgment of a competent court.

8. Termination

8.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (1) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (2) 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
- (3) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

8.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

8.4 Without limiting its other rights or remedies, Build Hollywood Ltd may suspend the Services or any other contract between the Advertiser and Build Hollywood Ltd if the Advertiser fails to pay any amount due under this agreement on the due date for payment, the Advertiser becomes subject to any of the events listed in clause 5.1, or Build Hollywood Ltd reasonably believes that the Advertiser is about to become subject to any of them.

8.5 On termination of this agreement for any reason:

- (1) the Advertiser shall immediately pay to Build Hollywood Ltd all of the Build Hollywood Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Build Hollywood Ltd shall submit an invoice, which shall be payable by the Advertiser immediately on receipt; and
- (2) neither party shall have any further obligation to the other under these Conditions except as stated in these Conditions.

9. Force Majeure

9.1 Build Hollywood Ltd shall not be liable to the Advertiser as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event.

9.2 If the Force Majeure Event prevents Build Hollywood Ltd from providing the Services for more than two weeks, Build Hollywood Ltd shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the Advertiser.