



**STANDARD  
TERMS & CONDITIONS  
OF CONTRACT**

**Terms & Conditions Committee 2013**

**September 2013**

## 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 Principal for display.

**"Agreement"** means the legally binding agreement between the Parties consisting of the Terms and Conditions and the Confirmation of Order and any other terms agreed in writing between the Parties from time to time.

**"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 the Principal as agent to administer an Order and in so doing to enter into this Agreement on its behalf.

**"Business Day"** means any day on which banks are open for business in Ireland.

**"Confirmation of Order"** means the document or written communication headed or identified as the "Confirmation of Order" sent by the Media Owner to the Principal or to the Agent placing the Order on behalf of the Principal.

**"Due Date"** means the date for payment specified in the Confirmation of Order or, in the absence of any such date, 28 days after the invoice date.

**"End Date"** means the date specified as the "end date" or the "expiry date" in the Confirmation of Order by reference to which the Posting Period shall be calculated (also referred to as the "out of charge date").

**"Fee"** means the amount specified in the Confirmation of Order for the display of advertising and (if appropriate) production.

**"In Charge Date"** means the date specified as the "In Charge Date" or "start date" in the Confirmation of Order with reference to which the specified Advertisement will be displayed (in accordance with the Posting Period for the relevant Site type) and the campaign shall commence, being the date (or the first Monday following such date).

**"Media Owner"** means the person, firm or company specified as the "Media Owner" or the "Contractor" in the Confirmation of Order, being a current member of the Outdoor Media Association, and their successors in title.

**"Order"** means an order for the display of Advertisements which is clearly stated to be subject to these terms and conditions and which is submitted by the Principal or Agent placing the Order on behalf of the Principal and confirmed by the Media Owner in a Confirmation of Order.

**"Parties"** means the Media Owner and the Principal.

**"Posting Period"** means, in respect of each Site type depending upon the length of the agreed period for display of an Advertisement, the period specified on the relevant Media Owner's website by reference to which the Media Owner will affix Advertisements.

**"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;

**“Production Specifications”** means the last published document headed “Production Specifications” published by the Media Owner and available on their website.

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

**“Sites”** means the locations at which the Media Owner may display the Advertisement.

**“Terms and Conditions”** means these terms and conditions.

**“Til Countermanded Order”** or **“TC Order”** means a campaign of at least seven two-week cycles in duration.

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 an Order, the terms of that separate agreement shall supersede and prevail over these Terms and Conditions in respect of that Order.

## 2 **ACCEPTANCE OF TERMS AND CONDITIONS**

2.1 Subject to clauses 2.3 and 2.7, these Terms and Conditions shall be legally binding on the Principal and the Media Owner 5 Business Days following the issue of a Confirmation of Order by a Media Owner in respect of any Order.

2.2 The Principal shall be ultimately responsible for the payment of Fees and warrants to the Media Owner that it has full authority in all matters connected with the placing of the Order and the approval or amendment of Advertisements. For the avoidance of doubt, every Order accepted by the Media Owner will be for a specified advertiser, and any change to the advertiser must be agreed by the Media Owner. The Media Owner’s customer services department and the representative of the Principal named in the relevant Order will have authority to approve, or agree any amendments to, Advertisements for the Media Owner and the Principal respectively.

2.3 Each Order shall specify the name of the Principal and, where an Order is submitted by an Agent, the Agent must warrant that it is authorised to act as agent on behalf of the Principal, or the Order shall be deemed to have been rejected by the Media Owner and this rejection confirmed to the Principal and/or the Agent. No Order shall be deemed to be accepted by the Media Owner unless and until confirmed by the Media Owner by a Confirmation of Order, which in the case of line by line bookings shall include details of individual Sites booked, provided always that in the absence of a Confirmation of Order or compliance with the other

terms of this clause 2.3, the obligations of the Principal set out in these Terms and Conditions shall be legally binding once the Media Owner has commenced performance of the services.

- 2.4 Any Confirmation of Order sent to the recognised office of the Agent or, where no Agent has been appointed, to the registered office (or otherwise recognised place of business) of the Principal, shall be deemed to have been duly issued.
- 2.5 Any Site booked pursuant to an Order shall, unless otherwise agreed in writing between the Parties, be booked only for the brand, product or service specified in the Order at the time of booking.
- 2.6 Until a Confirmation of Order has been provided in respect of any campaign (e.g. where a person has requested an option on a Site but has not submitted an Order, or to the extent the Order is submitted, the Media Owner has not provided a Confirmation of Order), the Media Owner shall have no obligations in respect of such campaign.
- 2.7 To the extent that the Principal or Agent (as appropriate) believes that the terms of the Confirmation of Order do not accurately reflect the terms agreed in the Order, the Principal or Agent shall promptly notify the Media Owner of the same. The Media Owner may issue a corrected Confirmation of Order. To the extent that the Media Owner has not been notified of any corrections by the Principal or Agent (as appropriate) within [5] Business Days following the issue of a Confirmation of Order, the Confirmation of Order shall be legally binding on the Principal and the Media Owner.

### **3 APPROVAL AND DELIVERY OF ADVERTISEMENTS**

- 3.1 The parties agree that the Media Owner may submit any Advertisements to the pre-display vetting service provided by the Advertising Standards Authority for Ireland and/or Central Copy Clearance Ireland. The Media Owner may refuse to display Advertisements which are not cleared.
- 3.2 The Media Owner will not [be obliged to display] any Advertisement for alcohol-related products unless the Media Owner has been provided with a certificate or approval number issued by the Central Copy Clearance Ireland at least 10 Business Days prior to the In Charge Date (where the Media Owner is responsible for production) and at least 5 Business Days prior to the In Charge Date (where the Media Owner is not responsible for production).
- 3.3 Subject to any express term(s) to the contrary in the Confirmation of Order, all Advertisements are to be delivered carriage paid and shall be supplied to the Media Owner at the place(s) and within the timeframe agreed. All Advertisements shall be printed and supplied to the Media Owner in accordance with the Production Specifications.
- 3.4 In the event that the Parties agree that the Media Owner will undertake production of Advertisements, then all copy provided by the Principal or the Agent (as appropriate) shall comply with the Production Specifications for copy and provide all detail necessary to allow such production to take place within the necessary timeframe. In the event that copy does not comply with the requirements of this clause the Media Owner shall notify the Principal or the Agent (as appropriate).
- 3.5 Where the Media Owner is not undertaking production of Advertisements, the Principal or the Agent (as appropriate) shall supply the Media Owner with an adequate number of Advertisements to complete the initial display plus an adequate number of spares. The minimum requirements for spare posters are available on each Media Owner's website. In the event of non-delivery of the Advertisements, the charge for display shall be as stated in the Confirmation of Order and the sites reserved shall be paid for in full, notwithstanding that the Advertisements are not displayed for the full period.
- 3.6 A part delivery of the Advertisements or copy, or a delivery not meeting the Production Specifications or the provisions of this clause, shall be deemed to be a non-delivery for the purposes of this clause.

- 3.7 Delivery of Advertisements shall not be deemed to have been made until the posting instructions have been received by the Media Owner.
- 3.8 Where through no breach or default of the Media Owner the Principal or the Agent (as appropriate) fails to deliver an Advertisement or copy on time and in accordance with this clause 2.6, the Media Owner shall not be obliged to display the Advertisement but the Principal shall, nonetheless, be liable to pay the corresponding Fees. The Media Owner will use reasonable endeavours to display the Advertisements but without any commitment to meet the In Charge Date or other agreed timings with regard to the Posting Periods for such Advertisements.

#### **4 POSTING, DISPLAY, REMOVAL AND MAINTENANCE OF ADVERTISEMENTS**

- 4.1 The Media Owner will subject to the provisions of this Agreement, unless otherwise agreed display the Advertisements at Sites in accordance with the In Charge Date and the End Date and, subject to subject to clause 3, from time to time as necessary renew them out of stocks to be provided by or at the expense of the Principal.
- 4.2 Each Advertisement will be posted and removed in accordance with the relevant Posting Period for such Advertisement, taking into account [the Site types][duration] of the campaign, or within such shorter period as is specified in the Media Owner's posting calendar (as issued).
- 4.3 Where blanking prior to posting is specifically requested by the Principal or the Agent (as appropriate), an additional cost (calculated as the additional cost to the Media Owner) will be charged to the Principal.
- 4.4 After completion of posting, if requested by the Principal or the Agent (as appropriate), the Media Owner shall supply a confirmation of posting for each display.
- 4.5 The Fees include the maintenance of the display of Advertisements in good condition, provided the Media Owner has been supplied with replacement Advertisements in accordance with clause 3.5.
- 4.6 In the case of pre-selected campaigns, the Media Owner reserves the right without liability to substitute pre-selected Sites for other Sites of a similar quality, where the Media Owner considers (in its sole discretion) this is necessary for operational reasons and will not materially prejudice the advertiser's interests.
- 4.7 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.
- 4.8 Any Advertisements in the Media Owner's possession or control which are surplus to requirements or which have been removed from display will not be retained following the end of the display period unless the Principal or Agent has given notice to the Media Owner in writing that they are to be held for collection. Any such surplus Advertisements to be held for collection may be disposed of to the extent they are not collected within 14 Business Days.

#### **5 NON-STANDARD ORDERS**

A Til Countermanded Order on a standard board using standard posting techniques shall be re-posted every 14 days at the Media Owner's expense. Non-standard displays using materials other than paper will be re-posted in accordance with any agreement between the Parties as to posting arrangements.

## 6 CANCELLATION

- 6.1 Subject to clauses 6.3 and 7 below, each Order (other than a Til Countermanded Order) which has been confirmed in a Confirmation of Order may be cancelled by the Principal or Agent (as appropriate) by written notice to the Media Owner at least 90 days' prior to the In Charge Date
- 6.2 Til Countermanded Orders may not be cancelled, provided that a Til Countermanded Order of more than seven [two-week cycles] in duration may be shortened to no fewer than 7 two-week cycles on at least 8 weeks' prior written notice.
- 6.3 Where a Confirmation of Order is stated to be non-cancellable or where the Principal wishes to cancel the Order on fewer than 90 days' notice, it may not be cancelled, although it may be transferred to another product/brand, subject always to these Terms and Conditions.

## 7 PAYMENT

- 7.1 In consideration for the display of the Advertisements, the Principal will pay the Fee to the Media Owner on the Due Date.
- 7.2 Where no Agent has been appointed, the Media Owner shall send invoices to the Principal. Where an Agent has been appointed, the Media Owner shall send invoices to the Agent, or such other person as shall be specified by the Agent in the Order. Where the Media Owner has been notified by the Principal in writing that an Agent has been appointed by the Principal and the Media Owner has agreed in writing, copy invoices will be sent to the Agent and shall clearly identify the Principal for whom the Agent is acting. Neither appointment of an Agent nor any invoicing instructions shall affect the Principal's obligation to pay the Fees on the Due Date. The Principal shall be sent a monthly statement of account from the Media Owner.
- 7.3 If Fees are not paid by the Due Date the Media Owner may without prejudice to any other remedy it may have and without prejudice to Principal's obligation to pay the Fees refuse to display any Advertisements or withdraw currently displayed Advertisements.
- 7.4 Without prejudice to the provisions of clause 7.7, in the event of failure to comply with any of the provisions of this clause 7, the Media Owner may require any other confirmed Order to be prepaid, and the Principal agrees that the payments terms may be revised accordingly.
- 7.5 At the Media Owner's discretion, early or prompt payment discounts may be negotiated.
- 7.6 In respect of any Fees not received by the Media Owner by the Due Date the Principal will be liable to pay to the Media Owner interest at a rate of 4% above the prevailing EURIBOR rate.
- 7.7 In the event that any payment is overdue, the Media Owner reserves the right, without prejudice to all its other rights or remedies, by notice in writing to the Principal or Agent:
- 7.7.1 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 the charge for display shall be paid in full notwithstanding the order in part shall be deemed to be terminated and the Advertisements removed;
  - 7.7.2 to require any future accounts to be dealt with in accordance with such revised terms and conditions as the Media Owner may specify;
  - 7.7.3 to withdraw agency recognition if the Principal or Agent is an Advertising Agency; and/or
  - 7.7.4 not to accept further bookings from the Principal or Agent.

In addition, the Parties agree that, to the extent that any payment of the Fees is overdue, the Principal shall pay the Media Owner the costs of collection of such overdue Fees. Any such cost of collection may be added to the amount of the Fees to be collected from the Principal.

- 7.8 In the event of any part of an invoice rendered by a Media Owner being disputed by the Principal, 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 Confirmation of Order, the Regulations or these Terms and Conditions.
- 7.9 The Principal confirms that it is satisfied that all parties with whom it deals (including advertisers and agencies it deals with directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate within the outdoor advertising market.

## **8 CLAIMS FOR COMPENSATION**

- 8.1 Without prejudice to clause 10 and to the Media Owner's express rights to refuse to display Advertisements in accordance with this Agreement, if any Advertisement or copy approved by the Media Owner and supplied in accordance with clause 3 is not displayed for a period of 7 consecutive days or more of a campaign, the Media Owner shall make to the Principal an allowance of the proportionate part of the Fees payable by the Principal for the period during which the Advertisement was not displayed. Save as expressly set out in this clause 8, the Media Owner shall not be liable for damages or compensation for any loss or expense whatsoever or inconvenience to the Principal.
- 8.2 All claims for compensation shall be submitted in writing to the Media Owner within 21 Business Days following the End Date of the campaign 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.
- 8.3 The Media Owner shall not be liable to the Principal, to provide compensation:
- 8.3.1 if the Advertisement or copy has not been delivered in accordance with clause 3;
  - 8.3.2 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 Principal of any shortfall in supply;
  - 8.3.3 in respect of an illumination failure, if it restores illumination within 3 Business Days after receipt of notification;
  - 8.3.4 in respect of faulty moving displays, provided it remedies the defect within 3 Business Days, after receipt of notification.
- 8.4 When a Media Owner provides a mutually agreed overshoot whether by extending the period of the relevant campaign or by way of providing additional Sites for the display of Advertisements, then any agreed errors or damages for which compensation is due will be set off against the overshoot.
- 8.5 If the Media Owner is 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.
- 8.6 The Media Owner shall not be liable for loss or damage to any Advertisement prior to supply to the Media Owner.

## **9 WARRANTY, LIABILITY AND INDEMNITY**

- 9.1 The Principal warrants and undertakes that:
- 9.1.1 all its Advertisements will comply with all statutory and other legal requirements and regulations from time to time in force including the Advertising Standards Authority for Ireland, The Alcohol Marketing Communications Monitoring Body and Central Copy

Clearance Ireland or such replacement or supplementary code as issued from time to time);

- 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; and
  - 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 Principal hereby agrees to indemnify and keep the Media Owner, and its employees, directors, subcontractors and agents 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 posting and display of any Advertisement or copy supplied by or displayed for the Principal. The Principal agrees that the Media Owner may conduct its own defence in any legal proceedings brought against it and the Principal 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 Principal 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 not to 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 Principal'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 Principal 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.
- 9.7 The Principal shall indemnify the Media Owner and hold it harmless in respect of any campaign which is in breach of The Alcohol Marketing Communications Monitoring Body code to the extent that the campaign was not declared to the Media Owner to be an alcohol campaign by the Agent or Principal at the time of the booking, or for which the Principal or Agent (as appropriate) has not provided the Media Owner with a certificate in accordance with clause 3.2.
- 9.8 Nothing in this Agreement shall exclude or limit the Media Owner's liability for fraudulent misrepresentation or for death or personal injury caused by its negligence.



## 10 REMOVAL FOR PURPOSES OF LANDLORD'S UNDERTAKING

If the person, firm, or company with whom the Media Owner has a concession to display advertising on their property (the "Landlord") at any time in its absolute discretion requires the display of Advertisements at his property to be interrupted or discontinued then the Media Owner may interrupt or discontinue such display of Advertisements without prior notice to the Principal or Agent and upon any such action of the Landlord the Media Owner may terminate the relevant Order and or this Agreement whether wholly or in part notwithstanding anything therein contained. In the event of such termination, the Media Owner's liability is limited as outlined in clause 12.2.

## 11 FORCE MAJEURE

11.1 The Media Owner shall not be liable to the Principal or Agent 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:

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

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

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

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

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

## 12 TERMINATION

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

12.1.1 the Principal or Agent is in breach of these Terms and Conditions; or

12.1.2 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;

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

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

12.1.5 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;

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

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

12.1.8 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.

12.2 In the event of a termination by the Media Owner, the Media Owner shall be entitled to be paid by the Principal the Fees at the full rate agreed for the Sites in question up to and until the time at which the display is discontinued together with any other Fees due and owing by the Principal to the Media Owner but the Media Owner shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation. 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.

12.3 Upon the termination of the Order for any reason, outstanding unpaid invoices rendered by the Media Owner shall be immediately paid by the Principal 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.

### 13 **CHANGES OF RATES AND CONDITIONS**

13.1 The Agreement comprises these Terms and Conditions and the provisions set out in the relevant Confirmation of Order, together with any other terms agreed in writing between the Parties from time to time.

13.2 The Media Owner reserves the right to change its standard rates and its standard terms and conditions, with the consequence that future agreements between the Parties, if any, may be entered into on amended terms and conditions, and at different rates.

13.3 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.

### 14 **WAIVERS AND ALTERNATIVE REMEDIES**

14.1 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.

14.2 Single or partial exercise by the Media Owner of 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.

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

14.4 The Media Owner shall be entitled to withhold and set-off monies owing to the Principal, in accordance with these Terms and Conditions, in the event and to the extent the Principal owes any monies, damages, costs or expenses to the Media Owner in accordance with these Terms and Conditions.

15 **VARIATION**

No terms and conditions other than these Terms and Conditions or any variation thereof under clause 13 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 Principal from varying any of these Terms and Conditions in respect of any specific Agreement, if they mutually agree to do so.

16 **NO PARTNERSHIP**

16.1 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.

16.2 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.

17 **ASSIGNMENT / SUB-CONTRACTING**

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

17.2 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.

18 **GOVERNING LAW**

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

19 **JURISDICTION**

The Principal, Media Owner and, if appropriate, the Agent hereby irrevocably agree 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.