

PUTTADS
TRADING CONDITIONS
(between Puttads and the Advertiser)

Definitions

1. "Advertiser" means any advertiser, agent or advertising agency placing an Order with Puttads. All such shall be deemed to contract as principals with Puttads.

"Advertisement" means the manufactured insert to be displayed within the putting hole at any golf course.

"Advertisement Copy" means the design/artwork provided by the Advertiser and intended for manufacture and production as an Advertisement.

"The Contract" means the Order overleaf and the Trading Conditions.

"Site" means any putting hole at any golf course on which Advertisements are to be displayed.

"Display Period" means the period set out overleaf, shall run from Monday to Sunday and shall be for a minimum period of * weeks.

The singular shall include the plural and vice versa.

Incorporation of Terms

2. These conditions shall govern the Contract to the exclusion of any other terms and conditions and no variation to these Conditions shall be binding unless expressly agreed in writing by a Partner in Puttads or set out in any Special Points overleaf.

Price

3. The Price will be that agreed in writing by Puttads and referred to overleaf.

Payment

4. All invoices issued by Puttads are payable 30 days prior to the commencement of the Display Period. Each Display Period will be treated (for invoice purposes) as being divided into 4 week blocks. Each 4 week block must be paid for 30 days in advance of commencement of that 4 week block. If the Advertiser fails to make payment as above then Puttads may cancel or suspend all further advertising and charge the Advertiser interest at the Late Payment of Commercial Debt Regulations Rate until payment is made in full.

Provision of Advertising

- 5.1 The Advertiser will deliver the Advertisement Copy so as to reach Puttads not less than 30 clear days before the commencement date of the Display Period or by such other date as shall have been agreed between Puttads and the Advertiser and recorded in the special points. Delivery time shall be of the essence.
- 5.2 The Advertiser will ensure that the Advertisement Copy complies with all statutory requirements and codes of practice including the British Code of Advertising Practice.
- 5.3 The Advertiser is responsible for obtaining and paying for all necessary Licences and Consents arising from Copyright or other intellectual property rights.
- 5.4 The Advertiser will indemnify Puttads against all actions, proceedings, claims, damages and expenses arising from any breach of obligations of the Advertiser.
- 5.5 The Sites will display the Advertisement for the whole of the Display Period save if lost, stolen, damaged or otherwise unfit for display and, in such event, the obligation Puttads shall be to replace the Advertisement within 48 hours of notification.
- 5.6 Puttads shall be excused from the obligation imposed under 5.5 where a sponsored event at the site would mean that the Advertisement might conflict with the interests of the sponsor so that the operators of the site might have temporarily removed the Advertisement. Where any such removal exceeds a total of 4 days during the Display Period the Advertiser will be entitled to a pro rata refund of the Price.
- 5.7 Puttads has the right to approve Advertisement Copy prior to commencement of the Display Period and to refuse to display or continue displaying any Advertisement which does not comply with the Advertiser's warranties and undertakings detailed above and/or differs in any material respect from the Advertisement Copy or the particulars specified on placing the order.

Liability

- 6.1 If Advertisements are not displayed during the Display Period then the liability of Puttads shall not exceed the pro rata charge for display of that Advertisement.
- 6.2 No claims for incorrect display or non-display of any Advertisement will be entertained if the failure is remedied within 48 hours from receipt of notification by Puttads.

6.3 Puttads shall be under no liability in respect of any defect in the Advertisement arising from any Advertisement Copy of other drawing, design, or specification supplied by the Advertiser or any defect arising from fair wear and tear.

Force Majeure

7. The obligations of Puttads and the Advertiser shall be excused during such time and to the extent that performance is prevented by incidents of force majeure. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party, including without limitation, any strike, lock out or other industrial action.

General

8.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices must be sent by first class post or facsimile or email and dated with the date on which they are sent.

8.2 No waiver by Puttads of any breach of contract by the Advertiser shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.3 The contract shall be governed by laws of England and subject to the jurisdiction of the English Courts.