

1. Definitions and Interpretation

1.1. In these Terms the following expressions shall, unless the context otherwise requires, have the following meanings: **"Advertising Copy"** means any digital artwork supplied to the Club and intended for the purpose of display in accordance with a Booking Confirmation.

"Agent" means the person, firm, company or organisation appointed by the Principal (with full authority from the Principal to conclude binding contracts in the name of the Principal and to act on its behalf) and stated as the Agent in the Booking Confirmation.

"Booking Confirmation" means the booking confirmation provided by the Club to the Agent and/or Principal in response to an Order.

"Club" means The Walsall Football Club Limited, Banks's Stadium, Bescot Crescent, Walsall, West Midlands, WS1 4SA, with registered number 00171970.

"Fees" means the fees and charges set out in the Booking Confirmation and payable by the Principal (or Agent) as set out therein, together with any additional fees payable by the Principal (or Agent) in accordance with these Terms.

"In Charge Date" means the date from which the Advertising Copy shall be advertised as specified in the Booking Confirmation.

"Materials" means any artwork assets in physical or digital format belonging to the Principal and required by the Club to produce the Advertising Copy in accordance with the Booking Confirmation, and includes full and comprehensive displaying instructions for the Club to produce the Advertising Copy from such materials.

"Order" means a written request for Club's services for advertising by a Principal or an Agent (and specifying the name of the Principal where such request is made by an Agent).

"Display Period" means the period during which Advertising Copy is displayed as specified in the Booking Confirmation.

"Displaying" means the displaying of Advertising Copy by the Club.

"Principal" means the person, firm, company or organisation contracting with the Club, who owns the Advertising Copy which is the subject of an Order and Booking Confirmation.

"Production Inclusive Orders" means where the Club is responsible for the production of the Advertising Copy on behalf of a Principal as confirmed in a Booking Confirmation.

"Site" means specific digital advertising display as set out in the Booking Confirmation.

"Terms" means these terms and conditions.

"VAT" means Value Added Tax.

"Working Day" means from Monday to Friday inclusive, excluding any Bank or Public Holidays.

1.2. References to clauses are to the clauses in these Terms.

1.3. Unless the context otherwise requires, words importing the singular include the plural and vice versa, references to any gender include every gender and references to persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.

1.4. The headings to clauses are inserted for convenience only, have no legal effect and shall not affect the interpretation of these Terms.

1.5. Reference to "include" and "including" are to be construed without limitation.

1.6. Reference to "days" means any day including Saturdays, Sundays and public Holidays unless specified otherwise.

1.7. In these Terms, a reference to a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the commencement of the Term and any subordinate legislation made under the statutory before or after the commencement of the Term.

2. Formation of a Binding Contract

2.1. When an Agent or Principal submits an Order to the Club, should the Club decide to accept such Order, the Club shall send the Agent or Principal a Booking Confirmation as soon as practicable. Once the Booking Confirmation is signed by both Parties this is the point at which a contract between Principal, Agent (where applicable) and the Club comes into existence. By submitting an Order, Principal and Agent

(where applicable) accept that these Terms shall apply to the Booking Confirmation.

2.2. Where an Agent is representing a Principal, such Agent hereby represents that it has full authority in relation to all matters connected with the placing of an Order for and on behalf of a Principal including the approval or amendment of Advertisement Copy and accordingly any Order placed by an Agent and confirmed by a Booking Confirmation shall be binding on the Principal.

2.3. Unless otherwise stated, the Principal is primarily responsible for the performance of the obligations contained in these Terms including the payment of Fees.

2.4. The Agent warrants that the Principal is fully aware of the warranties, obligations, representations, undertakings and agreements contained in these Terms to the extent that they relate to the obligations of the Principal. The Agent shall use best endeavours to procure the Principal's compliance with these Terms including the payment of Fees.

2.5. No employee of the Club other than a Director has authority to vary or omit any of these Terms or promise any discount or refund. Any variation to these Terms must be in writing and signed by both parties in order for the change to be binding.

3. Acceptance and Display of Advertisements

3.1. All Advertisement Copy shall be delivered by the Agent or Principal to the address specified by the Club in the Booking Confirmation not less than 3 Working Days before the commencement of the In Charge Date unless otherwise agreed in the Booking Confirmation. In the case of Production Inclusive Orders, all Materials must be delivered to the Club by the date specified by the Club in the Booking Confirmation.

3.2. In the event that the entirety of the Advertisement Copy and/or Materials (where applicable) is not delivered to the Club in accordance with clause 3.1, the Club reserves the right to either: - (i) cancel the Booking Confirmation without any liability to the Agent and/or the Principal and without prejudice to any Fees payable; or (ii) amend the In Charge Date and/or charge additional costs and amend the Fees, acting in its reasonable discretion. The Club shall have no liability to the Agent and/or Principal for not complying with the Booking Confirmation where this is due to the fault of the Agent and/or Principal.

3.3. Where the Principal wishes to have one or more changes of display of Advertisement Copy during the Display Period for the purposes of an advertising campaign, this must be stated in the Booking Confirmation. If the Agent or Principal requests a change of Advertisement Copy subsequent to the Booking Confirmation, the Club shall accept or reject such request acting reasonably, and if it accepts such request will be entitled to charge additional fees which shall be payable by the Principal.

3.4. The Club will try to meet any special requests notified to it after the Booking Confirmation but cannot guarantee to do so. Such special requests do not form part of the contractual Booking Confirmation and the Club will have no liability if special requests are not fulfilled.

3.5. The Club reserves the right to amend the display impressions frequency and length at its discretion on the condition that the total time the Advertising Copy is displayed is no less than the time purchased under any Booking Confirmation. Notwithstanding the Booking Confirmation, no guarantee can be given whatsoever that an Advertisement Copy will be displayed on a fixed date for a fixed period or at a fixed time and the Club shall have no liability to Agent and/or Principal in this respect.

3.6. Any Advertising Copy and/or Materials (where applicable) used during a campaign which has ended shall be disposed of in such manner as the Club shall decide, unless agreed otherwise at the time of Booking Confirmation.

3.7. The Club reserves the right not to display or to remove a display of Advertisement Copy at any time if: - (i) the Club's landlord of the relevant Site, acting in its sole discretion, makes such a request to Club; or (ii) the Club needs to remove such Advertising Copy due to any reason including health and safety reasons, technical reasons, planning control and damage; or (iii) the Agent and/or Principal is found to be in breach of any of these Terms.

3.8. Where the Club has removed such Advertisement Copy pursuant to clause 3.7 subsection (i) or (ii), then the Club shall

reimburse any Fees paid (less any reasonable costs incurred by the Club in connection with the relevant Advertisement Copy) by the Principal that relate to a period during which the Advertising Copy is not displayed in accordance with the Booking Confirmation, but this shall be the Agent's and/or Principal's sole and exclusive remedy in such circumstances and the Club shall have no further liability.

3.9. Where the Club has removed such Advertisement Copy pursuant to clause 3.7 subsection (iii), the Club shall have no liability whatsoever to Agent and/or Principal, without prejudice to any rights or remedies to which the Club may be entitled.

3.10. In relation to digital displays, the parties acknowledge that the Club cannot and does not guarantee the consistency of the delivery network. The Club shall not be liable to Agent and/or Principal in any way for any downtime or network issues causing a failure to deliver and/or display the Advertising Copy in accordance with the Booking Confirmation.

3.11. The Club shall inspect any faulty or damaged digital display as soon as reasonably practicable following becoming aware of such fault or damage. The Club agrees to act in good faith to ensure that any faulty or damaged digital display is returned to full working order as soon as is reasonably practicable. The Club shall not be liable for any reimbursement of any Fees paid by the Principal that relate to a period during which the Advertising Copy is not displayed in accordance with the Booking Confirmation for the duration the digital display remains damaged or faulty if remedied within a reasonable period (which, for these purposes, means within 48 hours of becoming aware of the fault) or as a result of a Force Majeure Event.

3.12. The Club will endeavour to deliver to the Agent and/or Principal any time lost as a result of fault or damage not remedied within 48 hours, on a pro-rata basis, at a time to be mutually agreed between the Club and Agent and/or Principal. Where the parties are unable to mutually agree upon an acceptable alternative time slot the Club shall reimburse any Fees paid (less any reasonable costs incurred by the Club in connection with the relevant Advertisement Copy) by the Principal that relate to a period during which the Advertising Copy is not displayed in accordance with the Booking Confirmation, but this shall be the Agent's and/or Principal's sole and exclusive remedy in such circumstances and the Club shall have no further liability.

4. Cancellation and Termination of a Booking Confirmation

4.1. Subject to clause 4.2, a Booking Confirmation may be cancelled without any charge by either the Club or Agent/Principal giving to the other at least 90 days' notice of cancellation in writing to expire not later than the In Charge Date, and such notice of cancellation shall stipulate the reason for cancellation.

4.2. If notice of cancellation is given by the Agent or Principal and such notice period is less than the 90-day period specified under clause 4.1, the Club will accept such notice strictly upon payment by the Principal of the following percentages of the total Fees due under the Booking Confirmation, namely:

15 % if the notice period is 75 days or more prior to the In Charge Date but fewer than 90
30% if the notice period is 60 days or more prior to the In Charge Date but fewer than 75
40% if the notice period is 45 days or more prior to the In Charge Date but fewer than 60
70% if the notice period is 30 days or more prior to the In Charge Date but fewer than 45
90% if the notice period is 14 days or more prior to the In Charge Date but fewer than 30
100% if the notice period is 14 days or fewer prior to the In Charge Date, or notice is given after the In Charge Date.

4.3. Where a Booking Confirmation relates to a Display Period which is 9 months or longer, the Agent and/or Principal may terminate the Booking Confirmation with effect from the start of the 7th month, provided it has served at least 60 days' notice in writing to Club stating the reason for such cancellation and the Principal shall only be liable to pay Fees up to the date that such cancellation takes place.

5. Invoicing and Payment

5.1. Invoices shall be sent to the Principal and/or the Agent as set out in the Booking Confirmation.

5.2. Unless otherwise specified in the Booking Confirmation, for Display Periods of one month or less, the invoice will be sent to the Principal (and copied to the Agent) during the Display Period at the Club's discretion.

5.3. Unless otherwise specified in the Booking Confirmation, for Display Periods of one month or more, a pro-rata invoice will be sent to the Principal (and copied to the Agent) during each month of the Posting Period at the Club's discretion.

5.4. Where a Booking Confirmation includes a Production Inclusive Orders, invoices relating to the costs of production of any Advertisement Copy shall be sent at the same time as the Booking Confirmation unless otherwise stated in such Booking Confirmation.

5.5. The Principal shall pay, and the Agent shall ensure payment by the Principal of, every invoice within 30 days of the invoice date unless otherwise set out in the Booking Confirmation. The Club may reduce this period to 5 days in the event that the Agent and/or Principal has paid any previous invoice late, upon written notice by the Club to this effect.

5.6. Late payment of any invoice shall entitle the Club to charge interest at an annual rate of 5% on top of the outstanding Fees without prejudice to any of its rights and without incurring any liability to the Agent and/or Principal.

5.7. All amounts and Fees stated or referred to in a Booking Confirmation are exclusive of VAT. The Principal shall be solely responsible for, and pay, all applicable VAT relating to the relevant Booking Confirmation.

6. Liability and Indemnity

6.1. The Club shall comply with obligatory statutory and other legal requirements relating to the use and maintenance of any Site for the display of any Advertisement Copy under a Booking Confirmation.

6.2. The Agent and Principal warrant and undertake that:

6.2.1. all Materials and Advertisement Copy will comply with all relevant statutory and other legal requirements and provisions of the British Code of Advertising Practice;

6.2.2. they will be responsible for obtaining and paying for all necessary licenses and consents for the display of any advertising or copyright material contained in any Advertisement Copy or the appearance of any person in any Advertisement Copy;

6.2.3. no Material or Advertisement Copy will breach the copyright or other rights of, or be defamatory towards, any third party;

6.2.4. they will keep the Club fully indemnified (i) against any liability and/or costs incurred by the Club arising from any breach by Agent and/or Principal of these Terms, and (ii) against any claim, demand, suit or proceeding ("Claim") made or brought against Club by a third party alleging that any Advertising Copy or Materials infringes or misappropriates any third party's intellectual property rights, and will indemnify the Club for any damages, legal fees and costs paid or payable by the Club as a result of any such Claim.

6.3. The Club has the right to refuse the production or Display of any proposed Advertisement Copy:

6.3.1. which does not comply in all respects with the warranties and undertakings set out in clause 6.2.1, 6.2.2 and/or 6.2.3; or

6.3.2. which differs in any material respect from any Advertisement Copy specified in any Booking Confirmation, and shall have no liability whatsoever towards the Agent and/or Principal in this respect.

6.4. To the maximum extent permitted by law, the Club's liability to the Agent and/or Principal shall be limited to the amount of Fees actually paid by Principal to Club under the relevant Booking Confirmation, except in the event of personal injury or death due to Club's negligence, or fraud.

6.5. To the maximum extent permitted by law, in no event shall the Club be liable for special, consequential, incidental or other indirect damages, or for loss of profits, anticipated savings, business opportunity, goodwill, or loss of revenue, loss of use or loss of data (including corruption of data), or costs of procurement of substitute goods or services arising of these Terms, howsoever caused and under any theory of

liability (including contract, tort, negligence or otherwise) even if the other party has been advised of the possibility of such damages.

7. Force Majeure

7.1. The Club accepts no liability whatsoever for any non-performance of the Booking Confirmation, or loss or damage to Materials and/or Advertising Copy, or any delay, suspension, variation or cancellation of any Display due to any act, event or circumstance beyond the Club's control including war, industrial actions, floods or act of God, fire, inclement weather, legal restrictions, malicious or accidental damage.

7.2. In the event a force majeure event as set out under clause 7.1, the Club shall be entitled to be paid the Fees specified in the Booking Confirmation on a pro rata basis up until the date that such force majeure event commences. The Club shall not be obliged to comply with the Booking Confirmation for as long as such force majeure event lasts.

8. Termination

8.1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate a Booking Confirmation without liability to the other at any time with immediate effect upon written notice if the other party (i) is in material breach of any of its obligations under this Terms and/or the Booking Confirmation and, in the case of a breach which is capable of remedy, fails to remedy such breach within 10 days following notice of the breach or (ii) voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

8.2. On termination of the Booking Confirmation for any reason all right of use granted under these Terms shall immediately terminate and the Principal shall pay (and the Agent shall procure such payment) all Fees due under the Booking Confirmation. Each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party.

9. Notices

9.1. Any notice, including without limitation any notice specified to be served under these Terms shall be in the form of a document in writing and shall be sent by registered post to the address as shall be given by either Party to the other in writing or as otherwise notified from time to time.

9.2. Any notice shall be deemed to have been received by the Party to who it was made upon the date shown on the registered receipt provided by the relevant postal authority.

10. Severability

10.1. If any provision of these Terms shall be held to be illegal or unenforceable, in whole or part, the Parties agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of the Terms shall be unaffected.

11. Relationship of the Parties

11.1. The Parties agree that nothing in these Terms, Order or Booking Confirmation is intended to or shall constitute a partnership, joint venture or similar relationship between the Parties who are in all respects independent contractors, and neither Party shall have the power to obligate or bind the other in any matter whatsoever.

12. Confidentiality

12.1. Each Party agrees with the other to treat as confidential the contents of these Terms, Orders and Booking Confirmations, together with all other information passing except for information which:

12.1.1. is in the public domain other than through breach of this provision by the recipient Party;

12.1.2. either Party must disclose to exercise its rights and/or perform its obligations;

12.1.3. the Parties have otherwise agreed may be disclosed; or

12.1.4. is required to be disclosed by law;

12.1.5. save that the Club and the Agent and/or Principal shall agree the content, method and timing of an announcement in relation to the entering of these Terms.

12.2. Without prejudice to the generality of clauses 4 and 8, the obligations in this clause 12 shall continue without limit in time after the termination or expiry of this Agreement.

13. Third Party Rights

13.1. Except where expressly provided under these Terms, a person who is not party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any of these Terms.

14. Entire Agreement

14.1. The Booking Confirmation and these Terms constitute the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, undertakings, representations, warranties and/or arrangement of any nature whatsoever (whether or not in writing) relating thereto. Any amendment to these Terms must be in writing and signed by both Parties.

15. Waiver

15.1. A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

16. Disputes

16.1. In the event of any dispute between the Club and the Agent and/or Principal arising in relation to these Terms, the matter shall be first considered by a representative of the Club and a Representative of the Agent and/or Principal. If not resolved within 7 days of such referral, the matter shall be referred to the Chief Executive Officers of each Party who shall endeavour to resolve the matter within 14 days of such referral.

16.2. If the matter is not resolved within 14 days of the date of such referral to Chief Executive Officers, the matter shall be referred for resolution to non-binding mediation pursuant to the rules of the Centre for Effective Disputes Resolution (CEDR) such mediation to be a condition precedent to the commencement of any legal proceedings save where an order of the court may be necessary for the immediate preservation of rights or assets.

17. Assignment

17.1. The Agent and/or Principal may not assign a Booking Confirmation without the prior written consent of the Club.

18. Governing Law and Jurisdiction

18.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).