**JCDecaux UK Community Channel**

**JCDecaux UK Limited –Terms & Conditions**

**TO BE READ IN CONJUNCTION WITH THE COMMUNITY CHANNEL PROPOSAL FORM**

**AVAILABLE ON JCDECAUX WEB PAGE UNDER LEGAL AND/OR ON REQUEST**

1. **DEFINITIONS**
2. “Charitable Copy” means posters and any other advertising media intended for display by the Contractor.
3. “Community Channel Proposal Form (CCPF)” means the documents headed with that name and “Charitable arrangement” which shall be sent to the Client by the Contractor at the address referred to in Clause 11 detailed below.
4. “Contractor” means JCDecaux UK Limited, whose registered office is 991 Great West Road, Brentford, TW8 9DN, and its successors in title.
5. “Request” means the CCPF document submitted by the Client to the Contractor for the display of Charitable Copy (which is subject always to the Terms and Conditions).
6. “Parties” means the Contractor and Client.
7. **APPLICATION OF THESE TERMS AND CONDITIONS**
8. The Client shall be ultimately responsible for the payment of any expenses and/or costs and shall be deemed to have full authority in all matters connected with the placing of the Request and the approval or amendment of Charitable Copy.
9. These terms and conditions together with the additional terms set out in the CCPF will form the entire contract between the parties.
10. **DISPLAY OBLIGATIONS**
11. The Contractor will endeavour subject to its commercial contingencies display Charitable Copy at the locations referred to in the CCPF.
12. **SUPPLY OF MATERIAL & DATA PROTECTION**
13. It is a fundamental condition of this Agreement that the Client must send the design for the Charitable Copy to the Contractor on the date stipulated in the CCPF.
14. The Contractor shall destroy any spare posters at the end of the contracted period unless otherwise agreed in writing between the parties.
15. The Client shall not provide any personal images which contravene the provisions of the Data Protection Act 2018. In the event that any personal images are included in any proposed Charitable Copy the Contractor shall have no liability to use the same unless the Client has provided valid dated written consents expressly delineating the ambit of the use to be made of the personal images (no images of children shall be used).
16. The Client shall not provide any design or image which infringes the intellectual property rights of any third party.
17. **INVOICING AND CHARGES**
18. No charge shall be made for the display of the charitable display provided always there is no underlying or overt commercial intent. The Client shall be liable for any and all costs associated with the advertising creative and making the same available to the Contractor.

1. **WARRANTIES, LIABILITY AND INDEMNITY**
2. The Contractor accepts full responsibility for compliance with statutory and other legal requirements so far as concerns the use and maintenance of Sites.
3. The Client warrants and undertakes that it owns or has the intellectual property rights to publicly display the design or format used in the posters or digital display
4. The Client will indemnify and keep the Contractor (in respect of itself and its employees, director, subcontractor and agents) indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from the use of the Charitable Copy or any breach of the above warranty.
5. In the event the ASA or any other competent body requests the removal of any display the parties agree that the Contractor shall be entitled to immediately so remove without the Contractor incurring any liability to the Client for any loss or damage thereby caused.
6. **TERMINATION**
7. The Contractor may terminate the Agreement forthwith by notice in writing to the Client if:
	1. the Client shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or enter into any arrangement with his creditors or being a company shall become insolvent or if any petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of compositions, compromise or arrangement involving the company and its creditors; or
	2. the Client ceases or in the Contractor’s reasonable opinion threatens to cease to carry on business;
	3. if the Contractor considers that such display is not appropriate or may have a commercial intent at variance with the proposed local public charity aims.

1. **NOTICES**
2. All notices under this Agreement will be in writing.
3. Notices shall be deemed to have been duly given:
	1. when sent by e-mail unless a failure to deliver message is generated or when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
	2. on the second business day following mailing, if mailed by airmail, postage pre-paid, in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party in writing.
4. **REMOVAL FOR PURPOSES OF LANDLORD’S UNDERTAKING**

If the landlord/owner at any time in its absolute discretion requires the display of Charitable Copy at his property to be interrupted or discontinued then the Contractor may interrupt or discontinue such display of Charitable Copy without prior notice to the Client and upon any such action of the landlord/owner the Contractor may terminate the Agreement whether wholly or in part notwithstanding anything therein contained.

1. **ENTIRE AGREEMENT**

The Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the Parties relating to that subject matter. Accordingly, all prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise and all representations, statements, negotiations, understandings, and all undertakings either written or oral are superseded by the Agreement (save only in respect of legal liabilities which have accrued in respect of any such prior agreements which are so superseded) and the parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in these documents.

1. **CONFIDENTIALITY**
2. Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
	1. is marked as confidential or proprietary;
	2. the receiving party is advised is of a confidential nature; or
	3. due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.
3. The Contractor's Confidential Information will include the Fees payable under the Agreement.
4. **JURISDICTION AND GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.