

Eye4 Media – Terms & Conditions

These Terms and Conditions are the standard terms that apply to all Drivers who agree to provide advertising services on behalf of us Eye4 Media, a company registered in England and Wales under number 14348299, whose registered office is at Bulldog House Beechdale Road, Indoor Bowls Centre Grounds, Nottingham, United Kingdom, NG8 3FH, hereinafter known as “the Company” for our Clients.

These terms are legally binding so please ensure you have read them properly.

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, the following words and phrases shall have the following meanings:
“**Advertising**” means the vehicle marketing services and social media posting as detailed in our Proposal;
“**Artwork**” means the advertising material intended for display in a physical copy format including but not limited to vehicle wrapping;
“**Campaign Period**” means the time the Advertising is live for;
“**Contract**” means the legally binding agreement formed upon acceptance by the Driver as detailed in clause 2 for our provision of the Services, which shall incorporate and be subject to these Terms and Conditions.
“**Driver**” means the individual detailed in our Proposal, who agree to provide advertising services on our behalf;
“**Fee**” means your payment for the Services as set out in the Proposal;
“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trade marks, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“**Live Date**” means the date that the Campaign Period begins specified on the confirmation email;
“**Proposal**” means the written estimate to provide the Services, which remains open for acceptance for a period of 30 days unless otherwise specified and shall constitute our entire scope of works;
“**Services**” means the vehicle wrapping services we provide;
“**Vehicle**” means the Driver’s vehicle that the vehicle wrapping Services are to be supplied on
- 1.2. Unless the context otherwise requires, each reference in this Contract to:
 - 1.2.1. “we”, “us” and “our” is a reference to the Company;
 - 1.2.2. “you” and “your” is a reference to the Driver;
 - 1.2.3. “writing” and “written” includes emails;
 - 1.2.4. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.5. “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.6. a clause is a reference to a clause of these Terms and Conditions;
 - 1.2.7. a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 1.3. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
- 1.4. Any reference to a party includes its employees, agents and sub-contractors.

2. The Contract

- 2.1. In order to become an approved Driver, please upload your content directly to our Website. You will be required to submit certain credentials to us and the Website will guide you through this process. Once your details are uploaded, you will be entering a legally binding Contract, which will include these Terms and Conditions.
- 2.2. You must confirm you are the sole keeper of the Vehicle or have permission to enter into this agreement.
- 2.3. You represent and warrant that all information you submit to us, and all information contained in your Account, is accurate, truthful and will be kept up-to-date.
- 2.4. These Terms and Conditions shall:
 - 2.4.1. apply to and be incorporated in the Contract;
 - 2.4.2. apply to all dealings relating to the Services being supplied by us; and
- 2.5. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on us unless it is in writing and signed by a duly authorised representative of ours.
- 2.6. You shall be responsible for the accuracy of any information submitted to us including but not limited to your availability and general information regarding your daily commutes. Our Proposal is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the fees, we reserve the right to make adjustments to it.
- 2.7. Our Proposal will be valid for a period of 30 days only unless otherwise stated, and we may withdraw it at any time by giving notice.
- 2.8. We shall use all reasonable endeavours to complete our obligations under the Contract, but time will not be of the essence in the performance of our obligations.

3. The Services

- 3.1. We warrant to the Driver that all Services supplied under this Contract will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 3.2. We will supply the Services in accordance with the specifications set out in the Proposal.
- 3.3. We will provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations.
- 3.4. We shall provide the Artwork to you at our expense, and you shall display the Artwork on your Vehicle upon our instructions. The Artwork shall remain our property during the Campaign Period and you agree to either return or dispose of them (upon our instructions) at the end of the Campaign Period or upon the termination of the Agreement, whichever is the sooner. It is recommended you return the Vehicle to our

approved installer to minimise any damage. Should you lose or damage the Artwork during the Campaign Period, we reserve the right to deduct from the Fees the reasonable replacement value. We shall notify this sum to you in writing.

- 3.5. Prior to the Live Date we will notify you of the dates for you to bring your Vehicle to our approved installer in order for the Artwork to be applied to your Vehicle. Your Vehicle will need to be presented in a clean state on the fitting date to ensure that any vinyl stickers can be directly applied. If there are any marks or other cosmetic damage on your Vehicle, we may deem that you are unable to provide the Advertising Services until these are remedied.
- 3.6. In order to mitigate the risk of damage to the paintwork of the Vehicle, we reserve the right to reject any Vehicle we deem to be in poor condition as being unsuitable for the Advertising.
- 3.7. We reserve the right to perform ad-hoc checks to verify that you are displaying the Artwork during the Campaign Period and that your Vehicle is maintained in good condition (mechanically and cosmetically). You agree to allow our valet to visit the Vehicle once a week and you agree to send us photographs of your Vehicle when requested by us, and in the manner described by us. If for any reason you fail to comply with this clause, we may reduce your Fees and/or terminate the Agreement with immediate effect.
- 3.8. Should your Vehicle become damaged or undriveable during the Campaign Period, we shall reduce the Fees and/or terminate the Agreement with immediate effect.

4. Obligations

- 4.1. The Driver shall:
 - 4.1.1. provide such reasonable information and assistance as we may request, to enable us to perform the Services;
 - 4.1.2. maintain a full and valid UK driving licence, and ensure there is valid insurance, MOT and road tax on your Vehicle and ensure that the Vehicle and your driving is legal in all other respects including but not limited to legally parked during the Campaign Period;
 - 4.1.3. shall deliver the Advertising during the Campaign Period, unless the Agreement is terminated in accordance with these Conditions. At the end of the Campaign Period, we will retain your details and may notify you should you be suitable for any other campaigns;
 - 4.1.4. use their best efforts to park the Vehicle so that the Artwork is fully visible, or are as visible as possible in the circumstances;
 - 4.1.5. keep the tracking device on the Vehicle at all times during the Campaign Period and advise of any days that deviate from the agreement made in the Proposal;
 - 4.1.6. act in accordance with any and all reasonable instructions issued by us in relation to the Services and Advertising including but not limited to always driving in a safe and courteous manner. We shall not be liable for any failure to provide the Services or any part thereof which arises out of the Driver’s failure to follow any such instructions.
- 4.2. The Company warrants and undertakes that:
 - 4.2.1. all of the Artwork will comply with all statutory and other legal requirements and provisions of the British Code of Advertising Practice and the requirements of the Advertising Standards Committee;
 - 4.2.2. we will be responsible for obtaining and paying for all necessary licences and consents for the posting of any advertising or copyright material contained in its Artwork or the appearance of any person in its Artwork;
 - 4.2.3. no Artwork will breach the copyright or other rights or be defamatory of any third party and
 - 4.2.4. we will indemnify us against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use of any Artwork or matter supplied by or displayed.

5. Payment

- 5.1. You will be paid 14 days upon receipt of your invoice.
- 5.2. All invoices must be uploaded to the driver portal on the 1st of each month for the fees agreed in the Proposal including any deductions where applicable.
- 5.3. Deductions may apply if it transpires via the tracker the routes have not been taken as agreed in the Proposal.
- 5.4. You are responsible for all taxes and contributions (including, but not limited to, income tax, national insurance and VAT, where applicable) in respect of the sums payable under this Agreement and you agree to indemnify us for any claims that may be made by the relevant authorities against us in respect of any such taxes and/or contributions, including interest and penalties, arising out of this Contract.
- 5.5. Your engagement and appointment under this Contract does not create any mutual obligations on our part or your part to offer or accept any further engagement(s) and no continuing relationship will be created or implied.

6. Termination and Cancellation

- 6.1. Either party has the right to terminate the Contract immediately at any time, if the other:
 - 6.1.1. has committed a material breach of the Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or
 - 6.1.2. goes into bankruptcy or liquidation either voluntary or compulsory (except for the purposes of bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (within the meaning of the Insolvency Act 1986), if a receiver is appointed in respect of the whole or any part of its assets, or if the other party ceases, or threatens to cease, to carry on business.
- 6.2. We may terminate the Contract immediately at any time if we receive complaints from members or customers about your Vehicle.
- 6.3. Upon termination of this Contract for any reason, any sum owing by either Party to the other under any of the provisions of this Contract shall become immediately due and payable.

7. Our Liability

- 7.1. We have in place suitable Public Liability insurance. Details are available on request.
- 7.2. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of any of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 7.3. Under no circumstances will we be liable to you for any consequential or indirect loss, loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 7.4. We will not be liable for any damage or vandalism caused to your Vehicle during the Campaign Period, regardless of whether such damage or vandalism is deemed by you or any third party to be caused as result of the Artwork.
- 7.5. If your Vehicle has had panels resprayed, or the original paint is chipped or of poor quality then some paint or lacquer damage could occur on removal or during the fitting process. We cannot be held responsible in the event of this happening.
- 7.6. You understand and accept that in providing the Advertising Services, vinyl stickers may be applied to your Vehicle. We have taken all reasonable steps to limit the risk of damage, but upon application and removal of the Artwork, damage may be caused to the Vehicle's paintwork or appearance.
- 7.7. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of any of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

8. Intellectual Property Rights

- 8.1. You shall promptly and fully notify us of:
 - 8.1.1. any actual, threatened or suspected infringement of any Intellectual Property Rights belonging to the Client which comes to the Driver's attention; and
 - 8.1.2. any claim by any third party so coming to its notice that the sale of the Services infringes the Intellectual Property or other rights of any other person.
- 8.2. Nothing in this Agreement shall give the Driver any rights in respect of any trade names or trademarks used by the Company in relation to the Services or of the goodwill associated with them, and the Driver hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect of them and that all such rights and goodwill are, and shall remain, vested in the Company or the Company's client as applicable.

9. Confidentiality

- 9.1. Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Contract and shall ensure that such employees are subject to corresponding obligations of confidentiality.
- 9.2. This clause 10 shall survive termination of the Contract, however caused.

10. Events Outside of our Control (Force Majeure)

- 10.1. We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, natural disaster, or any other event beyond our reasonable control.

11. Entire Agreement

- 11.1. This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 11.2. None of our employees are authorised to make any contractually binding representations concerning the Services. In entering into the Contract, the Driver acknowledges that it does not rely on, and waives any claim for breach of, any such statement, representation, assurance or warranty (whether made negligently or innocently) which has not been confirmed in writing by an authorised officer of ours.

12. Notices

- 12.1. Notices shall be deemed to have been duly received and properly served 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

13. Data Protection:

- 13.1. Both parties agree to comply with all applicable data protection legislation, including, but not limited to the Data Protection Regulations 2018, and any subsequent amendments thereto.

14. Other Important Terms

- 14.1. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 14.2. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.3. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will still be valid and enforceable.
- 14.4. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

- 14.5. Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

15. Governing law and jurisdiction

- 15.1. The Contract and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.