

Advertiser Terms of Business

Loopzter — the family-venue advertising network

Local advertising partnerships · Version 1

These Terms of Business (the “Terms”) govern all advertising booked with Loopzter. They apply to every Booking between Loopzter (“we”, “us”, “our”) and the advertiser or agency named on the booking form (“you”, “the Advertiser”), and they override any terms you put forward unless we agree otherwise in a signed writing. Please read them before you place a Booking. By signing a booking form, or by instructing us to proceed, you accept these Terms.

1. Definitions

“Booking” means a confirmed order for advertising, recorded on a booking form or written order confirmation accepted by both parties. “Campaign” means the advertising delivered under a Booking. “Venues” means the family venues in the Loopzter network at which the Campaign runs, currently Jungle World Leyland, Jungle World Blackpool and Wacky World Preston. “Formats” means the advertising formats booked (for example screen adverts, in-store audio, table talkers, car-park banners, booking-confirmation adverts, email, social media, or product sampling). “Material” means the artwork, video, copy, links or physical product you supply. “Charges” means the fees for the Campaign set out on the booking form. “Proof of Play” means our report of when and how often your screen advert was played. “Working Day” means a day other than a Saturday, Sunday or public holiday in England.

2. Bookings and these Terms

A Booking is formed when both parties sign, or otherwise confirm in writing, a booking form setting out the Venues, Formats, campaign dates, Charges and any agreed minimum delivery. These Terms are incorporated into every Booking. Where there is any conflict, the signed booking form prevails over these Terms only on the specific point it expressly addresses.

3. Charges, invoicing and payment

Charges are as stated on the booking form and are exclusive of VAT, which is added where applicable. Unless the booking form says otherwise:

- A deposit of 50% of the Charges is payable on confirmation of the Booking, and the Campaign is not scheduled until the deposit is received.
- The balance is payable in cleared funds no later than five Working Days before the Campaign start date. For rolling or monthly Campaigns, Charges are payable monthly in advance.
- Time for payment is of the essence. If any sum is overdue we may, without limiting our other rights, suspend or withhold the Campaign and charge interest and reasonable recovery costs on the overdue amount under the Late Payment of Commercial Debts (Interest) Act 1998.
- All sums are payable without set-off, deduction or counterclaim except as required by law.

4. Your Material

You must supply Material that meets our published artwork specification and deadlines. Final Material is required no later than five Working Days before the Campaign start date. If Material is late, incomplete or off-specification, we may delay the start of the Campaign without extending its end date and without reducing the Charges, or treat the affected part of the Booking as cancelled by you under clause 8. You are responsible for the accuracy and completeness of your Material.

5. Approval and acceptability of content

All Material is subject to our approval and to the approval of the relevant Venue. Because our audience is families with young children, Material must be suitable for that audience and must comply with all applicable law and with the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the CAP Code). We may refuse, require changes to, or remove at any time any Material or advertising that we or a Venue reasonably consider unlawful, misleading, unsuitable for a family audience, or damaging to us or a Venue, and we will not be liable to you for doing so. Approval of Material by us does not transfer responsibility for it to us, and does not warrant that it complies with any law or code.

6. Delivery and the Loopzter guarantee

We will deliver the Campaign substantially in accordance with the booking form. Where the booking form states a minimum number of screen plays or a minimum delivery, we will provide a Proof of Play report for the Campaign. If we do not deliver the agreed screen time, we will extend the Campaign at no extra charge until the agreed delivery has been met. This make-good is your sole and exclusive remedy for under-delivery. We do not guarantee any particular level of sales, footfall, response, enquiries or other commercial result, and no such outcome is promised or implied.

7. Product sampling

Where your Booking includes product sampling, you are responsible for ensuring that the samples are safe, lawful and appropriate for a family audience, and that they fully comply with all applicable UK labelling, product-safety and allergen requirements. You must provide clear written allergen and age-suitability information in advance. We approve every sampling activity before it runs, and samples are handed to a parent or carer, never directly to a child. You will indemnify us and the Venues against all claims, losses, costs and liabilities arising from the samples you supply or from any breach of this clause.

8. Changes and cancellation

Any change to a Booking is subject to availability and to our written agreement. If you cancel a confirmed Booking, the following cancellation charges apply as a percentage of the total Campaign value, reflecting inventory we have reserved and can no longer sell:

- More than eight weeks before the Campaign start date: 25%.
- Between four and eight weeks before the Campaign start date: 50%.
- Less than four weeks before the Campaign start date: 100%.

Cancellation must be in writing and takes effect on the Working Day we receive it. We may cancel a Booking on written notice if you are in material breach of these Terms, if any payment is overdue, if you become insolvent, or where cancellation is required for legal or Venue reasons; in that event we will refund Charges paid for advertising not yet delivered, less costs we have reasonably incurred.

9. Venues

Campaigns run at the Venues in our network, which may change from time to time. If a booked Venue becomes unavailable, we may substitute a Venue of broadly equivalent audience and value, or adjust the Campaign by agreement. The commercial arrangements between us and the Venues are separate from the Booking and are not your concern under these Terms.

10. Intellectual property and warranties

You retain ownership of your Material and grant us and the Venues a non-exclusive, royalty-free licence to store, reproduce and display it as needed to deliver the Campaign. You warrant that your Material, and our agreed use of it, will not infringe the rights of any third party and that you hold all necessary rights, consents and licences (including for any music, images, trade marks, or identifiable people featured). You

will indemnify us against all claims, losses, costs and liabilities arising from any breach of this clause, including any claim that your Material infringes a third party's rights or breaches any law or advertising code.

11. Liability

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything that cannot lawfully be limited or excluded. Subject to that, our total aggregate liability arising out of or in connection with a Booking, whether in contract, tort (including negligence) or otherwise, is limited to the total Charges paid by you for that Booking; and we are not liable for any loss of profit, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss. You are responsible for arranging any insurance you consider appropriate for your Campaign.

12. Data protection

Each party will comply with applicable UK data protection law. Our handling of personal data is described in our privacy policy. Where either party processes personal data on behalf of the other, the parties will enter into appropriate written processing terms before that processing begins.

13. Confidentiality

Each party will keep confidential the other party's non-public information (including pricing and the terms of any Booking) disclosed in connection with a Booking, and will use it only to perform the Booking, except where disclosure is required by law or to professional advisers under a duty of confidence.

14. Force majeure

Neither party is liable for any failure or delay in performance caused by events beyond its reasonable control, including Venue closure, power, network or equipment failure, fire, flood, industrial action, or government restriction. Where such an event affects delivery of a Campaign, we will make good the affected advertising by extension where reasonably possible.

15. General

You may not assign, transfer or subcontract a Booking without our prior written consent. No failure or delay in exercising a right is a waiver of it. If any provision is found to be unenforceable, the remaining provisions continue in full force. These Terms and the booking form constitute the entire agreement between the parties on their subject matter and supersede any prior discussions. Any variation must be in writing and signed by both parties. Nothing in these Terms creates a partnership, joint venture or agency between the parties. A person who is not a party to a Booking has no rights under the Contracts (Rights of Third Parties) Act 1999. Notices must be given in writing to the contact details on the booking form.

16. Governing law and jurisdiction

These Terms and any Booking, and any dispute or claim arising out of or in connection with them (including non-contractual disputes), are governed by the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

17. Category exclusivity

Where the booking form records category exclusivity, we will not run advertising for a directly competing business in your product category at the same Venue for the term of your Booking. Exclusivity applies only to the specific category and Venues set out on the booking form, takes effect once the Booking is

confirmed, and ends when the Booking ends or is terminated. It does not prevent us running advertising for businesses in other categories, or for businesses in your category at Venues not covered by your Booking.

18. Term, renewal and play passes

Local partnerships run for the term set out on the booking form, typically two years. Unless the booking form states otherwise, the partnership may be renewed at the end of the term by agreement in writing. Any complimentary family play passes included with your partnership are a goodwill benefit, are not for resale, and carry no cash value.

These Terms have been prepared to be complete and ready to use. As they are a binding commercial contract, we recommend a solicitor confirms they suit your specific circumstances before first use.