

MEDIA ACTIVATION LIMITED
TERMS AND CONDITIONS FOR MEDIA SALES SERVICES

1. DEFINITIONS

1.1 In this Agreement:

- **“Agreement”** means the Booking Form together with these Terms and Conditions.
 - **“Buyer” / “Principal”** means the advertiser and/or its agency (jointly and severally liable).
 - **“Contractor”** means Media Activation Limited.
 - **“Media Owner”** means Healthpoint Technologies Limited (“Healthpoint”) or Vistavue Ltd, as applicable.
 - **“Copy”** means all advertising materials supplied by or on behalf of the Buyer.
 - **“Services”** means advertising display and related services.
 - **“Fee”** means all sums payable under the Booking Form.
 - **“Campaign”** means the advertising activity described in the Booking Form.
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2. BASIS OF CONTRACT

2.1 This Agreement shall commence upon acceptance by the Buyer, which may be evidenced by any conduct including written confirmation, provision of Copy, or issue of a Purchase Order.

2.2 The Agreement comprises the Booking Form and these Terms. In the event of conflict, these Terms shall prevail.

2.3 The Buyer warrants it is acting in the course of business and has authority to bind any advertiser it represents.

2.4 Where an agency enters into this Agreement, it does so as principal and agent and shall be jointly and severally liable for all obligations, including payment.

3. SERVICES AND DELIVERY

3.1 The Contractor shall procure delivery of the Services via the Media Owner.

3.2 The Media Owner shall use reasonable endeavours to provide the Services but does not guarantee:

- (a) continuous or uninterrupted display;
- (b) exact timing, positioning or audience delivery; or
- (c) error-free transmission.

3.3 The Media Owner may at its discretion:

- (a) refuse, suspend or remove Copy;
- (b) amend scheduling or format;
- (c) substitute inventory of broadly equivalent value.

3.4 No Services shall commence until a valid Purchase or Media Order has been received.

3.5 The Buyer shall supply all Copy at least 10 days prior to the Campaign Start Date and in the required technical format.

4. HEALTHPOINT TV LTD – SPECIFIC TERMS (PHARMACIES)

4.1 The Agreement shall continue for the Campaign duration and until all Fees are paid, unless terminated with 90 days' written notice.

4.2 Healthpoint reserves the absolute right to refuse Copy that may breach advertising codes, MHRA regulations or pharmacy standards.

4.3 The Buyer acknowledges the regulated healthcare environment and accepts that stricter editorial controls apply.

4.4 Where insufficient notice is given, within 1 month of campaign start date up to 90% of the total contract value shall remain payable.

5. VISTAVUE LTD – SPECIFIC TERMS (GP SURGERIES)

5.1 Cancellation

5.1.1 Either party may cancel with three 3 months' written notice.

5.1.2 Late cancellation shall only take effect at monthly intervals and shall not relieve the Buyer of payment obligations accrued.

5.1.3 Where insufficient notice is given, within 1 month of campaign start date up to 90% of the total contract value shall remain payable.

5.2 Payment

5.2.1 Invoices shall be issued to the Buyer or its appointed agency.

5.2.2 Payment may be required in advance or is due 30 days from campaign start date , unless otherwise agreed such as 60 days for registered Outdoor Specialist Agencies, and is due strictly in accordance with invoice terms.

5.2.3 The Contractor reserves the right to:

- (a) charge interest at 2% per month on overdue sums;
- (b) suspend or cancel Services for non-payment;
- (c) require prepayment for future campaigns.

5.2.4 No deduction, set-off or withholding shall be permitted.

5.2.5 Disputed amounts may only be withheld in good faith and the undisputed balance must be paid in full.

6. FEES AND PAYMENT (GENERAL)

6.1 The Buyer shall pay all Fees in full, without deduction.

6.2 All amounts are exclusive of VAT.

6.3 Time for payment shall be of the essence.

6.4 The Contractor and/or Media Owner may suspend Services immediately for late payment without liability.

6.5 The Buyer shall be liable for all costs of recovery, including legal fees.

7. CANCELLATION (GENERAL)

7.1 Cancellation or amendment by the Buyer shall not relieve it from liability for the full Fee.

7.2 Without prejudice to stricter provisions above, a minimum of 90 days' written notice is required.

7.3 The Contractor shall be entitled to charge up to 90% of Fees for late cancellations within 1 month of the campaign start date or unused inventory.

8. BUYER WARRANTIES

8.1 The Buyer warrants that all Copy:

- (a) complies with all applicable laws, CAP Code and MHRA regulations;
- (b) is not misleading, defamatory or unlawful;
- (c) does not infringe any intellectual property rights;
- (d) is suitable for display in healthcare environments.

8.2 The Buyer shall be solely responsible for substantiation of all claims.

9. INDEMNITY

9.1 The Buyer shall indemnify and keep indemnified the Contractor and Media Owner against all losses, claims, damages, liabilities, costs and expenses arising from:

- (a) breach of this Agreement;
- (b) use or publication of the Copy;
- (c) any regulatory investigation or sanction;
- (d) infringement of third-party rights.

9.2 This indemnity shall apply on a full indemnity basis and shall survive termination.

10. LIMITATION OF LIABILITY

10.1 To the maximum extent permitted by law, the Contractor and Media Owner shall not be liable for:

- (a) indirect or consequential loss;

- (b) loss of profit, revenue or goodwill;
- (c) any failure caused by third parties or technical systems.

10.2 Total liability shall not exceed the Fees paid.

10.3 Nothing shall exclude liability for fraud or death/personal injury caused by negligence.

11. DATA PROTECTION (GDPR)

11.1 Each party shall comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

11.2 The parties acknowledge that, in most cases, no personal data is processed; however, where data is processed:

- (a) each party shall act as an independent controller unless otherwise agreed;
- (b) appropriate technical and organisational measures shall be implemented.

11.3 The Buyer warrants it has obtained all necessary consents for any personal data included in the Copy.

11.4 The Contractor shall not be liable for any data protection breach arising from Buyer provided materials.

12. FORCE MAJEURE

12.1 Neither the Contractor nor the Media Owner shall be liable for failure or delay caused by events beyond reasonable control, including but not limited to:

- (a) acts of God;
- (b) pandemics;
- (c) power or network failures;
- (d) supply chain disruption;
- (e) regulatory or governmental action.

12.2 In such circumstances, obligations shall be suspended and no refunds shall be due.

13. TERMINATION

13.1 The Contractor may terminate immediately if:

- (a) the Buyer fails to pay on time;
- (b) the Buyer breaches any material term;
- (c) the Buyer becomes insolvent.

13.2 Upon termination, all Fees shall become immediately due.

14. GENERAL

14.1 The Contractor acts as agent for the Media Owners and shall have no liability for Media Owner default.

14.2 No variation shall be binding unless in writing.

14.3 If any provision is invalid, the remainder shall remain in force.

14.4 This Agreement is governed by the laws of England and Wales.

14.5 The parties submit to the exclusive jurisdiction of the English courts.

END OF TERMS

Media Activation Ltd
Albany House
3 Temple Court
Temple Way
Coleshill
Warcs
B46 1HH

Company number:11356572
VAT number: 296659142

Dated 21 June 2026