

1	Definitions and interpretation In this Agreement:	who see it or would be likely in the reasonable opinion of the Client to bring the Client into disrepute. In any event PC reserves the right to remove from the Client TV System any content which is considered by PC in its absolute discretion to contravene:	6.2.2.1 failure, delay or defect in supply or use of services under this Agreement or for any partners or associate; and	7.7.2 Unless otherwise expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both of the parties.
1.1	'Agreement Period' means the period of 2 years from Commencement unless ended under clause 5;	the British Code of Advertising, Sales Promotion and Direct Marketing form time to time published by the full text of which is at www.cap.org.uk or the requirements of the Advertising Standards Agency whose guidance is available at www.asa.org.uk or	6.2.2.2 economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description howsoever caused and even if foreseeable by PC.	7.8 Relationship of the parties Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.
1.2	'Commencement' means the date of this agreement or the date on which the Client TV System goes live (whichever is later);	3.4.2.1 may otherwise be offensive, defamatory, contravene any statute or other regulation or infringe any third party's copyright or intellectual property right or otherwise may.	6.2.2.3 breach of this agreement caused by matters beyond its reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving PC's employees), pandemic, weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities; or	7.9 Governing law 7.9.1 This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with the laws of England.
1.3	'Content' means advertising applications data video or other media for the display of static or alternating advertisements, promotional or instructional videos or other computerised advertising or promotional images videos films text based images and other media for the Client TV System;	3.4.2.2 PC does not permit advertisements on the Client TV System by any third party organisation to run pre, during or post a film or via an adverse solution without PC's written consent.	6.2.2.4 All warranties, conditions and other terms implied by statute, common law or otherwise are hereby excluded from this Agreement to the fullest extent permitted by law.	7.9.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England to hear and determine any suit, action or proceedings or settle any disputes arising out of or in connection with this agreement, and to enforce any judgment against their respective assets.
1.4	'Deductions' means the cost of variable monthly bandwidth fees, all initial setup and marketing fees, PC's management fees from time to time notified and any other reasonable and proper expenses incurred by PC in setting up and managing the Client TV System.	3.5 Client's General obligations The Client agrees with PC:	6.2.3 The Client will indemnify and keep PC indemnified against all claims arising from any breach of promises as above.	7.10 Exclusion of third party rights The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.
1.5	'Equipment' means the computer, hard drive, network or other equipment generating, providing or storing images or other data for the Client TV System or the Website;	4 to provide and maintain the Website and Equipment in accordance with the Guidelines;	6.2.4 Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.	
1.6	'Guidelines' means guidelines and minimum requirements and other criteria for the operation of the Equipment and the Client TV System notified from time to time by PC to the Client;	4.1 that the Client will not be entitled to Compensation for any period that the Client TV System or Website is not operational;	6.3 Notices All notices served by either party pursuant to the provisions of this Agreement shall be in writing, and shall be sufficiently served if delivered by hand, or sent by recorded delivery to the address of the Client or PC specified in this Agreement.	
1.7	'Prohibited Advertisements' means adverts for goods or services which must not be displayed (if any) on page 1 of this agreement)	4.2 The Client will ensure at all times that reasonably adequate data back up of the Content and the Client TV System is in place and operational and the Client acknowledges that PC shall in no circumstances be required to or be responsible for such Content or data or liable for the loss of Content or data.	7.4 Dispute resolution 7.4.1 All disputes at any time arising between the parties that cannot be resolved the parties may be referred to an independent expert.	
1.8	'Subscription Fee' means PC's charges for setting up the Client TV System	4.3 The Client warrants that all information supplied to PC concerning the Client TV System is accurate in all respects.	7.4.2 The expert shall have appropriate qualifications and practical experience to resolve the particular dispute and be agreed by the parties or in the event of failure to agree shall be appointed by the President for the time being of the Law Society.	
1.9	'Rights' means the right at all times to use the Equipment and to install upload to and download from and monitor and maintain on the Equipment all Content on the Client TV System and the Website.	4.4 The Client agrees not to exploit or disclose to any third party PC's know-how concerning the Client TV System or any part of it for any purpose conflicting or in direct competition with PC and agrees not to misuse the Client TV System.	7.4.3 The expert shall promptly furnish to the expert all information reasonably requested by him relating to the particular dispute, imposing appropriate obligations of confidence.	
1.10	'VAT' means value added tax or any other tax of a similar nature;	4.5 The Client accepts full editorial control of their Client TV system and is responsible for any content that is displayed on the Client TV system.	7.4.4 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
1.11	any agreement not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person;	4.6 Cost of services The Client will indemnify PC against the costs of or in relation to the Website during the exercise of the Rights.	7.4.5 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
1.12	unless expressly stated to the contrary, any reference to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them;	4.7 State of Website The Client must keep the Website in good operational condition and repair and in accordance with the Guidelines.	7.4.6 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
1.13	words importing one gender include all other genders, words importing the singular include the plural and vice versa, words importing persons include a corporate body and a partnership and vice versa; and	4.8 Immediately upon the occurrence of any damage to the Website the Client must make good the same.	7.4.7 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
1.14	where any party to this Agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.	4.9 Statutory obligations The Client must comply in all respects with the requirements of all statutes applicable to the grant of the Rights.	7.4.8 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
1.15	2 Agreement 2.1 The Client grants to PC the Rights (in common with the Client and all others authorised by the Client so far as is not inconsistent with the Rights) during the Agreement Period to provide a link to the Client TV System on the Client's Website.	5 Termination 5.1 During the Agreement Period PC may end this Agreement without penalty by giving 7 days' notice in writing to the Client but without prejudice to PC's rights in respect of any breach of the Client's obligations contained in this Agreement.	7.4.9 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
2	3 PC's obligations PC agrees with the Client:	5.2.1 At any time from any cause whatever the Website becomes so impaired as no longer to be reasonably suitable in the reasonable opinion of PC for use for advertising purposes or the Client TV System is discontinued; or	7.4.10 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.1	3.1 Outgoings and VAT	5.2.2 the use of the Client TV System shall be prohibited by any legislation or authority, then this Agreement may be ended by PC by giving not less than 7 days' notice to the Client at any time after the commencement of such impairment or prohibition as the case may be.	7.4.11 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.2.1	PC may charge VAT in relation to any costs that PC is obliged to pay in respect of sums incurred or payable under the terms of this Agreement.	6 Miscellaneous 6.1 Exclusion of warranty as to use Nothing in this Agreement is to imply or warrant that the Website may lawfully be used, or is physically suitable for the exercise of the Rights.	7.4.12 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.3	3.3 Assignment PC may sub-contract or assign any or all of its rights or obligations under this Agreement and may sub-contract or assign the benefit and burden of its rights and obligations under this Agreement to any other entity.	6.2 Exclusion of liability 6.2.1 PC's total liability to the Client in contract law or in tort or otherwise howsoever arising in relation to this Agreement shall not exceed £250; PC shall not be liable in any way in respect of any:	7.4.13 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4	3.4 Operational obligations	6.2.2 PC may install or link Content to the Client TV System.	7.4.14 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4.1	It is PC's policy not to display any advertisement which is unlawful or contravenes the British Code of Advertising, Sales Promotion and Direct Marketing or is likely to offend those		7.4.15 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4.2			7.4.16 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4.2			7.4.17 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4.2			7.4.18 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4.2			7.4.19 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4.2			7.4.20 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	
3.4.2			7.4.21 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.	