

WHITE COPY: TO DISCOVERY AUDIO GUIDES LTD
YELLOW COPY: TO SPONSOR
PINK COPY: TO AGENT

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DISCOVERY AUDIO GUIDES LTD
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DISCOVER MOBILE APPLICATION SPONSORSHIP ADVERTISING AGREEMENT

SPONSOR'S NAME _____

DATE OF AGREEMENT _____ CONTACT NAME _____

ADDRESS _____

_____ POSTCODE _____

TELEPHONE _____ MOBILE _____

E-MAIL _____ WEBSITE: www. _____

SOLE TRADER _____ PARTNERSHIP _____

APPLICATION TITLE _____ LTD.CO _____ REG. NO _____

ADVERTISEMENT AS SPECIFIED IN _____ WORDS AT _____ PER WORD

Wording to be:- DRAFTED BY DISCOVERY AUDIO GUIDES LTD

TO FOLLOW FROM SPONSOR ATTACHED NOTED BELOW

ADDITIONAL NOTES FOR INCLUSION IN TEXT:-

MOBILE APPLICATION: Categories _____

MOBILE APPLICATION FEE

£ _____ per year

AUTHORISED BY _____ ON BEHALF OF THE SPONSOR.

In the event of a verbal contract, complete immediately and forward to the sponsor.

DATE & TIME _____ POSITION _____

SIGNED ON BEHALF OF DISCOVERY AUDIO GUIDES LTD _____

[As duly authorised agent] NAME [PRINT] _____

DISCOVERY AUDIO GUIDES LTD

TERMS AND CONDITIONS.

ONE

THIS AGREEMENT IS BETWEEN :- THE COMPANY:- DISCOVERY AUDIO GUIDES LTD, P.O. BOX 11, CALLANDER, FK17 8YN. REGISTERED IN SCOTLAND No. 356239, AND THE ADVERTISING SPONSOR DETAILED OVERLEAF. DISCOVER SCOTLAND AND DISCOVER LOCAL ARE BOTH DIVISIONS OF DISCOVERY AUDIO GUIDES LTD.

TWO

THE MOBILE APPLICATION FEE IS PAYABLE ON THE ANNIVERSARY DATES OF THE AGREEMENT AT THE SPECIFIED RATE, UNTIL THE TITLE IS SUPERCEDED. THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY IN WRITING, THREE MONTHS PRIOR TO THE FIRST OR ANY SUBSEQUENT ANNIVERSARY DATE.

THREE

THE COMPANY IS CONTRACTED TO PRODUCE A MOBILE APPLICATION AND INCLUDE AN ADVERTISEMENT OF THE BUSINESS OF THE SPONSOR, WITHIN THE APPLICATION. AS SPECIFIED IN THE TEXT, SUBJECT TO ANY AMENDMENT OR REVISION EFFECTED BY THE COMPANY, AND NOTIFIED IN WRITING TO THE SPONSOR. THE NAME AND ADDRESS OF THE SPONSOR WILL ALSO FEATURE ON THE APPLICATION, INCORPORATING A GEO-LOCATION MAP WITH THE LOCATION OF THE ADVERTISER SHOWN. THE APPLICATION WILL BE AVAILABLE FROM 'iPhone Store and Google Play' AND OTHER MOBILE SITES AS AUTHORISED BY THE COMPANY. THE SPONSOR GIVES AUTHORITY FOR UP TO TWO IMAGES TO BE USED BY THE COMPANY IN SUPPORT OF THE ENTRY, AND FOR ANY ASSOCIATED PURPOSES

FOUR

THE ADVERTISING SPONSOR WARRANTS, UNDERTAKES AND REPRESENTS TO THE COMPANY THAT THE TEXT OF THE ADVERT:-

- A/ IS AND SHALL BE LEGAL, DECENT, HONEST AND TRUTHFUL.
- B/ WILL CONFORM TO AND SUPPORT THE REQUIREMENTS OF THE BRITISH CODE OF ADVERTISING PRACTICE AND ANY OTHER CODE UNDER THE GENERAL SUPERVISION OF THE ADVERTISING STANDARDS AUTHORITY.
- C/ WILL COMPLY WITH ANY STATUTES, REGULATIONS, STATUTORY INSTRUMENTS, PRACTICES OR CODES OR ANY AMENDMENT RE-ENACTMENT OR EXTENSION THEREOF WHICH MAY BE RELEVANT TO THE ADVERT.
- D/ WILL NOT INFRINGE THE COPYRIGHT, DESIGN RIGHT, TRADE MARK, PATENTS, DESIGNS OR OTHER INTELLECTUAL PROPERTY OF ANY NATURE WHATSOEVER OF ANY THIRD PARTY.

FIVE

THE PRICE LIST CLEARLY SHOWS THE APPLICATION FEE CURRENTLY IN FORCE.

PAYMENT TERMS.

THE APPLICATION FEE WILL BE INVOICED ANNUALLY.

NOTWITHSTANDING THE ABOVE.

A SURCHARGE OF £15.00 OR 15%, WHICHEVER IS GREATER, WILL BE APPLIED IN THE EVENT OF ANY ACCOUNT REMAINING UNPAID, FOR A PERIOD OF 45 DAYS. THE COMPANY RESERVES THE RIGHT TO ENGAGE A DEBT COLLECTION AGENCY OR SOLICITOR TO RECOVER OUTSTANDING ACCOUNTS.

SIX

WHILST EVERY EFFORT WILL BE TAKEN IN THE PRODUCTION OF THE APPLICATION, THE COMPANY CAN NOT BE HELD RESPONSIBLE FOR ANY INACCURACY CONTAINED, AND ANY OPINION EXPRESSED OR IMPLIED ARE NOT THOSE OF THE COMPANY OR ITS EMPLOYEES OR AGENTS. THE SPONSOR AGREES AND ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR ANY ERROR, OMISSION OR MISTAKE IN RELATION TO THE ADVERT AND FOR CHECKING THE TEXT WORDING AND THE DETAILS FEATURED ON THE APPLICATION. THE TEXT AND ALL OTHER DETAILS WILL BE SUPPLIED TO THE COMPANY A MINIMUM OF 28 DAYS PRIOR TO PUBLICATION DEADLINE.

SEVEN

A TERMINATION SURCHARGE OF 50% OF THE APPLICATION FEE WILL BE CHARGEABLE IN THE EVENT OF CANCELLATION OF THIS AGREEMENT, PRIOR TO PUBLICATION

EIGHT

THIS AGREEMENT IS GOVERNED BY THE LAWS OF SCOTLAND AND IS SUBJECT EXCLUSIVELY TO THE COURTS OF SCOTLAND.