



ADVERTISING SALES TERMS & CONDITIONS (the "Terms")

1. Interpretation

1.1 Definitions

In these Terms, unless the context otherwise requires, the following expressions and terms listed below shall have the meaning stated below:

"Advertisement" means any advertisement provided by Advertiser for display on Virgin Media Inventory;

"Advertiser" means any person, legal entity or Agency contracting with Virgin Media for the display of an Advertisement or Advertisements on Virgin Media Inventory;

"Advertising Fee" means the fee payable for the Ad Views;

"Advertising Display" means a single instance of display of an Advertisement on Virgin Media Inventory (and **"Advertising Displays"** shall be interpreted accordingly);

"Advertising Period" means the period of time during which Advertising Displays are requested to be displayed in the Target Areas, as set out in the Order;

"Ad Views" means the number of views of Advertising Displays, calculated in accordance with Clause 6.2;

"Affiliate" means, in respect of any company, a company which is, from time to time, its subsidiary undertaking or parent undertaking, or a subsidiary undertaking of that parent undertaking (as the terms "subsidiary undertaking" and "parent undertaking" are defined in section 1159 of the Companies Act 2006);

"Agency" means a business which places, serves or otherwise makes arrangement for the display of Advertisements for or on behalf of one or more advertiser;

"Agreement" has the meaning given in Clause 2.1;

"Applicable Laws" means all applicable laws, regulations and codes of all relevant regulators (including but not limited to the Broadcasting Committee of Advertising, the Committee of Advertising Practice, the Competition and Markets Authority, the Financial Conduct Authority, the Information Commissioner's Office and Ofcom);

"Business Day" means a day (other than a Saturday or Sunday) on which banks in London are normally open for general business;

"Clearcast" means Clearcast Limited or any body which supersedes it;

"Competitor" means any business providing mobile telephony, broadband, TV broadcast services, catch-up or video-on-demand services, or any other service or services materially similar to those provided by Virgin Media;

"Confidential Information" means all information designated as confidential or which ought reasonably to be considered confidential, whether conveyed orally, in writing, in machine readable form or otherwise and which relates without limitation to a party's business, equipment, services, developments, trade secrets, know-how, personnel, suppliers and



customers, together with all information derived from the above, the existence and terms of these Terms;

"Force Majeure Event" means any event preventing the performance by a party of some or all of its obligations under these Terms arising directly from an act beyond the reasonable control of the party, including, without limitation, an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available);

"Group" means in respect of either party, that party and its Affiliates;

"Intellectual Property Rights" means copyright and related rights, trade marks and service marks, trade names and domain names, patents, rights to inventions, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, the "look and feel" of any websites, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"Order" means a written order form signed by both the Advertiser and Virgin Media for the display of Advertisements on Virgin Media Inventory;

"party" means either Virgin Media or the Advertiser (as applicable) and **"parties"** means Virgin Media and the Advertiser together;

"Personal Data" has the meaning given to it in the Data Protection Act 1998 (or any legislation which may replace or supersede it);

"Repurposing" means retargeting the viewer of an Advertisement or appending data to a non-public profile regarding the viewer of an Advertisement for purposes other than performance of the Order;

"Target Areas" means the area or areas of Virgin Media Inventory specified on the Order for the display of Advertisements;

"Virgin Media Group" means Virgin Media and its Affiliates;

"Virgin Media Inventory" means the defined location(s) or area(s) on a Virgin Media Platform which Virgin Media makes available for the display of Advertisements, as set out in Virgin Media's price list from time to time;

"Virgin Media Platform" means a platform owned and/or operated by Virgin Media on which Virgin Media Inventory is from time to time available, including but not limited to Virgin Media's customer website, Virgin Media's customer apps (including on mobile and tablets), Virgin Media's TV service, Virgin Media's electronic programme guide (EPG), Virgin Media's video on demand service and Virgin Media's WiFi service on London Underground; and

"Virgin Media" means Virgin Media Limited, a company registered in England and Wales with number 02591237 with its registered office at Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP.

1.2 Construction of certain references



In these Terms where the context admits:

- (a) references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions of which they are re-enactments (whether with or without modification);
- (b) unless otherwise specified, references to Clauses are to clauses in these Terms;
- (c) use of the singular includes the plural and vice versa;
- (d) references to a person include an individual, a body corporate and an unincorporated association of persons;
- (e) references to a party include references to the successors or assigns (immediate or otherwise) of that party; and
- (f) general words introduced or followed by the word "other" "including" or "in particular" shall not be given restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

1.3 **Headings**

The headings and sub headings are inserted for convenience only and shall not affect the construction of these Terms.

2. **Application of these Terms**

- 2.1 Details of every order for Advertising Displays to be delivered shall be set out on an Order. These Terms shall be incorporated into each Order made between an Advertiser and Virgin Media for the delivery of Advertising Displays on Virgin Media Inventory, and these Terms and the Order together shall be the "**Agreement**" in respect of that order.
- 2.2 In the event of any conflict or inconsistency, and save where an Order varies these Terms in accordance with Clause 17.3, the provisions of the Terms shall take precedence over the Order to the extent of any such conflict or inconsistency.

3. **Delivery of Advertising Displays**

- 3.1 Subject to the Advertiser's compliance with the provisions of the Agreement, Virgin Media shall deliver the Advertising Displays specified in the Order in the manner set out in the Agreement.
- 3.2 The appearance, availability, technical format and positioning of Virgin Media Inventory on any Virgin Media Platform shall be determined initially and may from time to time be varied by Virgin Media in its absolute discretion.
- 3.3 Virgin Media may at its discretion (and without liability to Virgin Media) at any time reject, remove or block any Advertisement from display on Virgin Media Inventory if Virgin Media believes, in its sole discretion, that such Advertisements breach any provisions of the Agreement.
- 3.4 The Advertiser acknowledges that Virgin Media is not, and shall not, be responsible or liable in any way whatsoever for any copying, downloading or any other use whatsoever made by any user of a Virgin Media Platform.



- 3.5 The Advertiser undertakes not to display, procure or permit the display of any Advertisements from Competitors on any Virgin Media Inventory.
- 3.6 Although it is not obliged to do so, Virgin Media reserves the right to take any steps necessary to block any Advertisements from Competitors from displaying on any Virgin Media Inventory.
- 3.7 Virgin Media may at any time display Advertisements from competitors of the Advertiser (or, in the case of an Agency, competitors of the Agency and/or of its clients) on Virgin Media Inventory, including on the same or proximate pieces of Virgin Media Inventory.
- 3.8 Virgin Media reserves the right (in its absolute discretion) to do any act in respect of the transmission or display of any Advertisement (including the fading, editing or cutting thereof), where such Advertisement or part thereof is considered by Virgin Media to be unsuitable for transmission and Virgin Media shall not thereby incur any liability to the Advertiser who shall have no claim whatsoever for damages or otherwise in respect of any non-transmission of any such Advertisement or part thereof, but the Advertiser shall remain liable in full to Virgin Media for the Advertising Fee payable hereunder for such Advertisement.
- 3.9 Unless otherwise specified in the Order, Advertising Displays:
 - (a) shall not be served subject to any frequency cap; and
 - (b) may be served at any time within an Advertising Period.
- 3.10 Where, during an Advertising Period, Virgin Media delivers Advertising Displays using an ad-serving platform, Virgin Media may deliver a greater number of Advertising Displays than has been requested on an Order. In this case Advertiser agrees to pay for any such over-delivery up to a maximum of 10% more impressions than the number of Advertising Displays requested.
- 3.11 Where, during an Advertising Period, Virgin Media delivers a lower number of Advertising Displays than has been requested on an Order, Virgin Media may credit the unused Advertising Displays against the Advertiser's next order for advertising space with Virgin Media on a 1:1 basis, and this shall be the Advertiser's sole remedy in such a case. Virgin Media does not guarantee any minimum number of Advertising Displays or levels of use of the Virgin Media Platform(s).

4. Licence

- 4.1 In consideration of Virgin Media's delivery of the Advertising Displays, the Advertiser grants to Virgin Media a non-exclusive, royalty-free, worldwide right and licence to display the Advertisements on Virgin Media Inventory. The Advertiser shall ensure that the Advertisements are cleared for transmission and/or access by viewers of / visitors to the Virgin Media Platforms in the manner permitted by Virgin Media from time to time, including:
 - (a) on a simultaneous or onward streamed basis from a Virgin Media customer set top box or other technology to another device (including another set top box) within or outside of the home; and
 - (b) the streaming, downloading, side-loading or other form of access by a viewer of any recordings that have originated from a Virgin Media customer set top box or other technology to any other device (including another set top box) within or outside of the home.
- 4.2 The Advertiser represents and warrants that it holds all necessary licences, permissions and approvals to validly grant Virgin Media the licence in Clause 4.1 above.



5. Implementation

- 5.1 The Advertiser shall provide Virgin Media with the necessary creative advertising copy and the information in Clause 12.4 no fewer than five (5) Business Days in advance of the start of the Advertising Period. The Advertiser is responsible for confirming that Virgin Media is capable of working with the Advertisement copy format supplied at the time of booking. The Advertiser acknowledges and accepts that Virgin Media may be unable to display non-standard formats on Virgin Media Inventory or may require a longer lead-time in order to do so.
- 5.2 In relation to any Advertisements to be transmitted on Virgin Media's TV service (including video on demand), the Advertiser shall ensure that the Advertisements:
 - (a) comply with the Clearcast Notes of Guidance on the UK Code of Broadcast Advertising and copy clearance bulletins in force at the time of transmission; and
 - (b) have been approved by Clearcast in advance of being provided to Virgin Media.

6. Advertising Fee

- 6.1 The Advertising Fee payable by an Advertiser and the number of Ad Views delivered in each calendar month shall be calculated by Virgin Media.
- 6.2 Where Advertisements are delivered on Virgin Media Platform which is a video-on-demand platform accessible via set top box, an industry-standard multiplier determined by Virgin Media from time to time shall be applied to the number of Advertising Displays served, to calculate the number of Ad Views. Unless otherwise agreed by the parties, in respect of Advertisements delivered on all other types of Virgin Media Platform, the number of Ad Views will be the number of Advertising Displays delivered.
- 6.3 Each month, Virgin Media shall invoice the Advertiser for the Advertising Fee for the previous month. The Advertiser shall pay the Advertising Fee to Virgin Media within thirty (30) days of the date of receipt of the invoice.
- 6.4 The Advertising Fee shall be calculated and finally settled solely based on reports and records generated and maintained by Virgin Media.
- 6.5 All sums under the Agreement are exclusive of value added tax which shall be added to any invoices sent by Virgin Media to the Advertiser and which shall be paid by the Advertiser at the same time as the Advertising Fee.
- 6.6 All sums due under the Agreement shall be paid in pounds sterling to the credit of Virgin Media at:

Barclays Bank, 10 Market St, Bradford, BD1 1NR
Account number: 00197009
Sort Code: 20 11 81

- 6.7 Virgin Media reserves the right to suspend or cancel, at its sole discretion, any and all Advertisements or Orders if the Advertiser fails to pay any Advertising Fee due to Virgin Media. If Virgin Media exercises its rights under this Clause 6.7 during an Advertising Period, the Advertising Fee in respect of the Advertising Period then in progress shall remain payable in full.
- 6.8 In the event of an invoice not being paid in accordance with the Agreement, without prejudice to any other rights it may have, Virgin Media reserves the right without prejudice to all its other



rights, to charge interest on all monies outstanding beyond the due date for payment at the annual rate of 4% above the base rate from time to time of Barclays Bank plc per annum.

7. **Warranties**

- 7.1 The Advertiser warrants (as separate warranties) and undertakes to Virgin Media that:
- (a) it has all requisite corporate power and authority to enter into the Agreement;
 - (b) the entering into and performance of its obligations under the Agreement has been duly authorised by all necessary corporate action on its part;
 - (c) it is not a party to any contracts or other arrangements, where the performance or non-performance of its obligations could reasonably be expected to hinder or prevent the performance of its obligations under the Agreement;
 - (d) it will be responsible for obtaining and paying for all consents, permissions and licences necessary for the transmission of the Advertisements across all Virgin Media Platforms in the manner described in the Agreement;
 - (e) it holds all necessary rights to permit the use, reproduction, display, transmission and distribution of the Advertisements in the manner specified in the Agreement and can grant to Virgin Media such rights;
 - (f) it is the owner or valid licensee of any Intellectual Property Rights in the Advertisements and has obtained all appropriate consents, clearances and licences for the Advertisements (including music rights and performance rights);
 - (g) the Advertisements comply with Applicable Laws, any relevant international self-regulatory guidance and codes of practice, any rights of third parties (including without limitation any Intellectual Property Rights), or any policies issued by Virgin Media and notified to the Advertiser;
 - (h) the Advertisements either:
 - (i) do not constitute a financial promotion within the meaning of the Financial Services and Markets Act 2000 ("FSMA"); or
 - (ii) have been approved by an "authorised person" within the meaning of the FSMA or is otherwise permitted under the FSMA and the Advertiser has notified Virgin Media in writing of this.
 - (i) the Advertisements do not and will not comprise of any obscene, defamatory and/or otherwise illegal content;
 - (j) the Advertisements do not scrape, harvest or repurpose data from any Virgin Media Platform or users of that platform; and
 - (k) the Advertisements do not and will not contain material from any Competitor.
- 7.2 Where the Advertiser is an Agency, the Agency warrants that:
- (a) it contracts with Virgin Media as principal notwithstanding that it may be acting as an advertising agency or media client or in some other representative capacity;



- (b) it is authorised to represent and bind the advertiser named in the Order;
- (c) the advertiser who the Agency represents agrees to be jointly and severally bound by the Agreement as if it were the Advertiser;
- (d) it undertakes to indemnify Virgin Media against any loss arising from any claim by the advertiser that it should not be bound; and
- (e) it shall be responsible for the payment of accounts, unless other arrangements are agreed in writing by the parties.

8. **Liability**

- 8.1 Notwithstanding anything to the contrary in the Agreement, neither party excludes or restricts its liability for fraud, death or personal injury caused by its own negligence or the negligence of its employees or for any other liability that cannot be excluded or limited under Applicable Laws.
- 8.2 Nothing in the Agreement shall operate to exclude or limit the Advertiser's liability for a breach of Clauses 4.2, 7.1, 7.2, 11 or 12.
- 8.3 Subject to Clauses 8.1 and 8.2, neither party shall be liable to the other for the following loss or damage in connection with the Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, and even if such loss was reasonably foreseeable or that party had been advised of the possibility of the other incurring the same:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of contracts;
 - (d) loss of revenue; or
 - (e) any indirect or other consequential loss.
- 8.4 Subject to Clause 8.1, in no event shall Virgin Media's aggregate liability for all events arising in the previous year under or arising out in relation to an Order (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) exceed the lower of £10,000 or 100% of the Advertising Fees paid by Advertiser in respect of such Order.
- 8.5 Each provision of this Clause 8 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

9. **Indemnity**

- 9.1 Subject to Clause 8.1 above, the Advertiser shall indemnify Virgin Media, its Affiliates and their respective employees, officers and directors and keep them fully and effectively indemnified against any loss or damage or liability to Virgin Media, its Affiliates and their respective employees, officers and directors resulting from any:
 - (a) breach by the Advertiser of any of the warranties at Clauses 4.2, 7.1 or 7.2 (Warranties);
 - (b) breach by the Advertiser of Clause 11 (Confidentiality);



- (c) breach by the Advertiser of Clauses 12.1, 12.2 or 12.3 (Data Protection);
 - (d) claims brought by third parties against Virgin Media and its Affiliates (and their respective employees, officers and directors) and all losses suffered by Virgin Media and/or its Affiliates whether or not a third party brings a claim, where such claims and losses relate to the Advertisement; and/ or
 - (e) breach by the Advertiser of any Applicable Law.
- 9.2 The Advertiser shall indemnify and hold Virgin Media, its Affiliates and their respective employees, officers and directors harmless against any costs, claims, expenses or damages suffered or incurred by Virgin Media, its Affiliates and their respective employees, officers and directors arising out of or in connection with any claim brought against Virgin Media, its Affiliates and their respective employees, officers and directors for infringement of any third party Intellectual Property Rights (including but not limited to copyright and design right) due to the acts or omissions of the Advertiser or display of an Advertisement by Virgin Media.
- ## 10. **Termination**
- 10.1 Virgin Media shall be entitled immediately to suspend or cancel an Order if:
- (a) in Virgin Media's reasonable opinion, the Advertiser is in breach of Clause 7.1;
 - (b) the Advertiser commits a material breach of the Agreement which is incapable of remedy;
 - (c) the Advertiser commits a material breach of the Agreement which is capable of remedy and the Advertiser fails to remedy such material breach within ten (10) Business Days of receiving written notice requiring it to remedy such material breach;
 - (d) the Advertiser suspends, or threatens to suspend payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986;
 - (e) the Advertiser suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - (f) a petition is presented on bona fide grounds, or a resolution is passed, or an order is made, for the winding up or provisional winding up of the Advertiser, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of the Advertiser;
 - (g) a receiver, administrative receiver, administrator or any similar officer is appointed in respect of the Advertiser, or any step is taken towards the appointment of any such officer;
 - (h) the Advertiser commences negotiations in relation to, or enters into, any arrangement, compromise or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium); or
 - (i) any event occurs, or proceeding is taken, with respect to the Advertiser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 10.1(d)-10.1(h) above.
- 10.2 If the Advertiser cancels an Order fewer than seven (7) days before the start of the Advertising Period, it shall on demand pay fifty per cent (50%) of the Advertising Fee to Virgin Media



notwithstanding that Virgin Media has not complied with any or all of its obligations as set out in these Terms.

10.3 If the Advertiser cancels an Order on or after the Advertising Period has commenced, it shall on demand, notwithstanding that all of the Advertising Displays shall not have been delivered by Virgin Media as described in the Order, pay to Virgin Media:

- (a) the pro-rated Advertising Fee due for Advertising Displays delivered from the start of the Advertising Period up to and including the date on which the Advertising Period is terminated early; and
- (b) fifty per cent (50%) of the Advertising Fee for the booked but undelivered Advertising Displays for the Advertising Period specified on the Order.

11. **Confidentiality**

11.1 Subject to Clauses 11.2 and 11.3 below, each party will and procure that its directors, officers, employees and Affiliates will treat as confidential all Confidential Information and will not disclose such Confidential Information to any third party person, firm or company.

11.2 The provisions of Clause 11.1 shall not apply to any information which:

- (a) is already in the possession of the recipient party prior to its receipt provided the recipient party is not bound by any existing obligation of confidentiality in respect of such information;
- (b) is in the public domain other than by default of the recipient party;
- (c) is obtained by the recipient party from a bona fide third party having free right of disposal of such information and without breach by the recipient party;
- (d) is properly disclosed as required by law, court order or other authority of competent jurisdiction or pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a Stock Exchange.

11.3 Each party which receives Confidential Information from the other party shall only use such Confidential Information pursuant to and for the sole purpose of performing its obligations and asserting its rights under these Terms.

11.4 Confidential Information received by a party pursuant to the Agreement may be disclosed to professional advisers, auditor, bankers, agents and sub-contractors of the parties on a need to know basis provided that each party does so on terms protecting the information substantially the same as the terms of this Clause 11.

11.5 The obligations contained in this Clause 11 shall endure beyond the end of any Advertising Period or termination of these Terms without limit in time except and until any Confidential Information enters the public domain otherwise than through the default of the party receiving the same.

12. **Data Protection**

12.1 The Advertiser shall comply at all times with industry best practice and all Applicable Laws concerning the collection, use and/or processing of data.



- 12.2 The Advertiser shall not collect or use Personal Data of any visitors to or users of any Virgin Media Platform.
- 12.3 The Advertiser shall not:
- (a) use any data collected from a Virgin Media Platform for Repurposing; and/or
 - (b) combine data collected from a Virgin Media Platform with other data in a way which leads to the combined data becoming Personal Data.

- 12.4 At least five (5) Business Days before the start of the Advertising Period, the Advertiser shall provide Virgin Media with details of any cookies, clear gifs, browser fingerprinting or other tracking technologies associated with the Advertisements to be delivered on the Virgin Media Inventory.

13. Force Majeure

- 13.1 Subject to Clause 13.2, neither party is liable to the other as a result of any delay or failure in the performance of its obligations under the Agreement if and to the extent that such delay or failure is caused by a Force Majeure Event.
- 13.2 Each party shall:
- (a) promptly notify the other of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event;
 - (b) for so long as such party is affected, provide regular reports on the likely duration and effect of the same, and on the progress of work to overcome or remedy its inability to perform; and
 - (c) use its reasonable endeavours to remedy, or mitigate the effect of the Force Majeure Event.

- 13.3 If the Force Majeure Event prevents the Advertiser from meeting any of its obligations under the Agreement for more than thirty (30) days, Virgin Media may terminate any Orders immediately upon written notice to the Advertiser.

14. Announcements

The Advertiser shall not make any announcement concerning the provisions or subject matter of these Terms or containing any information about Virgin Media without the prior written approval of Virgin Media. The restrictions contained in this Clause 14 (Announcements) shall survive termination or expiry of the Agreement and continue without limit of time.

15. Assignment and subcontracting

- 15.1 Except as set out in Clause 15.2 below, the Advertiser may not at any time transfer, assign, novate or dispose of all or any of its rights and/or obligations under the Agreement without the prior written consent of Virgin Media, such consent not to be unreasonably withheld or delayed.
- 15.2 Virgin Media may assign the benefit of the whole or any part the Agreement to:
- (a) any of its Affiliates from time to time; and/or



- (b) any purchaser of the whole or substantially all of the business undertaking of that party to which this Agreement relates.

16. **Notices**

- 16.1 Any notice (which term shall in this Clause 16 (Notices) include any other communication) required to be given under these Terms shall, except where otherwise specifically provided, be in writing in the English language.
- 16.2 Any such notice shall be addressed to the address of the relevant party as stated on the Order and may be:
- (a) personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 08.00 hours on the next Business Day; or
 - (b) if within the United Kingdom, sent by first class pre-paid post or recorded delivery, in which case it shall be deemed to have been given two (2) Business Days after the date of posting; or
 - (c) if from or to any place outside the United Kingdom, sent by pre-paid airmail, or by air courier in which case it shall be deemed to have been given seven (7) Business Days after the date of posting in the case of airmail or two (2) Business Days after delivery to the air courier, in the case of air courier.

- 16.3 Either party may notify the other party of any change to the address or any of the other contact details set out on the Order, provided that such notification shall only be effective on the date specified in such notice or 5 (five) Business Days after the notice is given, whichever is later.

17. **Entire Agreement**

- 17.1 These Terms together with the Order constitute the whole agreement between the parties relating to their subject matter and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, between the parties relating to such subject matter.
- 17.2 The Advertiser acknowledges that it does not rely, and has not relied or been induced to enter into the Agreement upon or by any representation (whether negligent or innocent), statement or warranty other than those expressly contained in these Terms and the Order.
- 17.3 No variation of these Terms shall be effective unless made in writing by specific reference to Clauses of these Terms and signed by an authorised representative of the parties.

18. **General**

18.1 **Third party beneficiaries**

- (a) The Agreement does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except as follows:
 - (i) rights and benefits under Clause 18.1(b) may be enforced by members of the Virgin Media Group in addition to Virgin Media; and



- (ii) a person who under Clause 16 (Assignment and subcontracting) is a permitted successor or assignee of the rights or benefits of a party to the Agreement may enforce such rights or benefits.
- (b) The following rights and benefits are enforceable by members of the Virgin Media Group in addition to Virgin Media:
 - (i) any warranty or indemnity given to Virgin Media or limitation or exclusion of liability in favour of Virgin Media under the Agreement is also given for the benefit of other members of the Virgin Media Group; and
 - (ii) any other rights or benefits expressly conferred by the Agreement on Virgin Media are also given for the benefit of other members of the Virgin Media Group.

18.2 Rights etc. cumulative and other matters

- (a) Subject to the specific exclusions and limitations and express provisions to the contrary set out in the Agreement, the rights, powers, privileges and remedies provided in the Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.
- (b) The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in the Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy, or duty within the Agreement.
- (c) No single or partial exercise of any right, power, privilege or remedy under the Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

18.3 Invalidity

- (a) If any provision of the Agreement is held by any court or competent authority to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of the Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of the Agreement in any other jurisdiction shall not be affected.
- (b) In these circumstances, the parties shall meet to discuss the affected provisions and shall substitute a lawful and enforceable provision which so far as possible results in the same economic effects.

18.4 Relationship of the parties

- (a) Nothing in the Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, either Virgin Media or the Advertiser the agent of the other for any purpose except as expressly provided.
- (b) Subject to any express provisions to the contrary in the Agreement, each party shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party or bind the other party in any way.



18.5 Governing Law and Jurisdiction

- (a) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).