



# BUS



## BUS

Min ad period      6 months

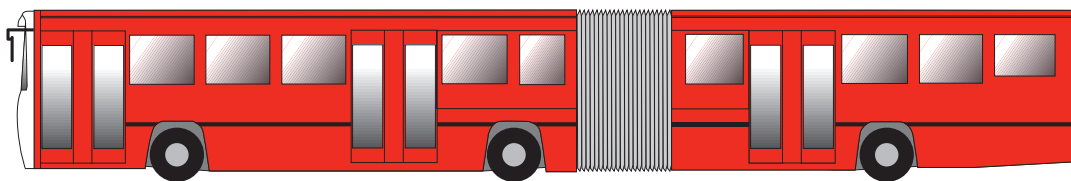
TYPE	MONTHLY RATE (\$ per bus)
Wholly Painted Bus (17.5m)	2,990
Wholly Painted Bus (12m)	1,900
Full Rear Panel*	575
Hangers (20,000 pieces)**	7,000 (including production cost)



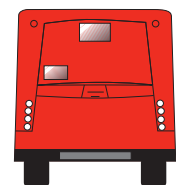
Wholly Painted Bus (12M)



Full Rear Panel



Wholly Painted Bus (17.5M)



Full Rear Panel

Note:

\* Minimum quantity 6 buses

\*\* Minimum ad period is 1 month

# BUS AND INTERCHANGE



## BUS INTERCHANGE - EVENT SPACE

Min ad period 2 days

BUS INTERCHANGE	LOCATION	DIMENSION L X W (m)	DAILY WEEKDAY RATE MON-THU (\$)	DAILY WEEKEND RATE FRI-SUN OR PH (\$)	ELECTRICAL/ DATA POINT
Choa Chu Kang	BES-02	4 x 2	240	240	1 Electrical point No Data point
	BES-03	4 x 2	240	240	1 Electrical point No Data point
Bukit Panjang	BES-01	4 x 1	50	50	1 Electrical point No Data point
Sembawang	BES-01	2 x 2	50	50	1 Electrical point No Data point

## BUS INTERCHANGE - BANNER

Min ad period 3 months

INTERCHANGE	PANEL NO.	MONTHLY RATE (\$ per panel)
Bukit Panjang	1, 2	1,600
Choa Chu Kang	1, 2, 3	1,600
Woodlands	1, 2, 3, 4, 5	2,000
Yishun	1, 2, 3	2,000

## CONCEPT INTERCHANGE

Min ad period 3 months

INTERCHANGE	MONTHLY RATE (\$ per interchange)
Bukit Panjang	5,000
Choa Chu Kang	
Sembawang	
Woodlands	
Yishun	

### Approval of Artwork

- 1) One coloured copy of Finished Artwork (F.A.) must be submitted to SMRT Media for approval at least 3 weeks before the commencement date of the Display. SMRT Media reserves the right to reject a F.A. which, in its opinion is objectionable, controversial or likely to elicit negative feedback from the public, or for any other reasons.

### Advertising Material

- 1) All advertising materials shall meet our requirements. SMRT Media reserves the right to reject any advertising materials that do not adhere to the requirements. All CD must be submitted to SMRT Media at least 3 weeks before commencement date of the Display.
- 2) All artwork (including associated files and fonts used in the artwork) for posters shall be saved and delivered to the appointed production house in the following format:
  - a) Output: CD-ROM or DVD-ROM
  - b) Software used: Freehand MX, Illustrator CS, Photoshop CS, Indesign CS.
  - c) Scanned image should be CMYK and saved as TIF (not compressed) or EPS format or PSD format.
  - d) Minimum image requirement:  
For bus, taxi, and train exterior  
– min. 50 dpi on actual size  
For posters, other sticker scheme  
– min. 150 dpi on actual size
  - e) All files must be in layers format.
  - f) Text and layout: preferably to be done in Freehand software, converted to path.
  - g) A copy of the visual in PDF low resolution should be submitted in the CD.
- 3) For window sticker, the flip of the visual for the other side of the stickers facing the platform should be submitted.

### Delivery of Advertisement Materials

- 1) All MRT posters must be delivered with proper wrapping to our warehouse 1 week before the commencement date of the Display to the following address:

#### Film Screen Pte Ltd

Receiving hours: 0900 to 1700hrs

Mondays to Fridays (except Public Holidays)

25A Depot Lane

#01-02

Central Warehouse Supply

Singapore 109764

Tel: 62728727

Fax: 62728727

Working Hours: 0900 to 1700 (Mondays to Fridays)

- 2) For all network bookings, 10% spare posters/panels of each network type must be provided for contingency purposes.
- 3) SMRT Media shall not be liable for any late-posting of the advertisement materials due to late delivery of the advertisement materials. The charge for displaying them shall be calculated from the commencement of the Display period.

### Collection of Advertisement Materials

Advertiser shall collect all advertising materials within 14 days from the expiry of the Display Period or date of termination of the Agreement, whichever is earlier. Posters that are not collected will be disposed off accordingly.

# TERMS & CONDITIONS

## 1. INTERPRETATION

- (a) In this Agreement, the following expressions shall have the following meanings:-
- "Advertiser"** means the person (including a body corporate or incorporate) who has entered into this Agreement with the Company and shall include his successors in title and assigns.
- "Advertising Rates"** means such rates quoted by the Company herein or otherwise for advertisement space.
- "Company"** means SMRT Investments Pte Ltd and shall include its successors in title and assigns.
- "Contract Sum"** means the total aggregate value of the contract (exclusive of all applicable taxes). For the avoidance of doubt, any deductions made by the Company pursuant to this Agreement or otherwise and/or additional payments made by the Advertiser pursuant to Clause 16 of this Agreement shall not go towards or in any way affect the computation of the total aggregate value unless the parties so consent in writing.
- "Display Period"** means the period during which the advertisement is displayed.
- "Display Timing"** means the daily timing during which the advertisement is displayed.
- "Display Commencement Date"** refers to the date from which the display of the advertisements shall commence as specified in the Order.
- "Order"** means an order for the display of advertisement space placed with the Company and/or order for production of stickers or posters.
- "Production Costs"** means all costs, charges, fees and expenses incurred for the content creation of advertisement(s) arising out of or in connection with an Order.

## 2. TERMS AND CONDITIONS FOR ANY ORDER

- (a) These terms and conditions shall
- be deemed to have been accepted and agreed to by the Advertiser when he places an Order; and
  - not be varied or amended without the prior written consent of the Company.
- (b) The Company shall not be bound by any terms or rates stated on or that accompany (for eg are annexed or attached to) any Order.

## 3. ADVERTISING AGENCIES/ MEDIA SPECIALIST

An Advertiser who is an advertising agency or media specialist shall be deemed to contract as principal with such rights and liabilities including (without limitation) full responsibility to make punctual and complete payments as required under this Agreement and full authority to approve and/or amend the advertising panels or advertising materials.

## 4. ADVERTISING COMMISSION

All accredited advertising agencies will be entitled to an agency commission of 15% of the Contract Sum less any such discount given by the Company to the Advertiser.

## 5. ADVERTISING RATES

Save for advertisements on taxis, all Advertising Rates are exclusive of the Production Costs and the cost of the advertising materials, both of which shall be borne fully by the Advertiser.

## 6. CHANGE OF ADVERTISING RATES AND CONDITIONS

- (a) The Company shall be entitled at any time to vary or adjust the (i) Advertising Rates and/or (ii) these terms and conditions. If the Company exercises such right, it will give written notice of such change to the Advertiser and, any such changes by the Company shall, unless the Advertiser exercises its right under Clause 6(b) below, take effect on the date specified by the Company in such written notice or four (4) weeks after service of such written notice on the Advertiser, whichever date is the later.
- (b) In the event that the Company exercises its right under Clause 6(a) to vary or adjust the (i) Advertising Rates and/or (ii) these terms and conditions, the Advertiser shall be entitled to cancel any Order it had placed with the Company prior to such changes without incurring any liability by giving the Company two (2) weeks written notice within two (2) weeks from the date of it being so informed by the Company. If the Company does not receive any such written notice from the Advertiser within the aforementioned period, the cancellation fees under Clause 10 shall be payable by the Advertiser if the Advertiser decides to make any cancellations after the aforementioned two (2) weeks

period.

## 7. PAYMENTS

- (a) Subject always to Clause 9 below, all other payments by the Advertiser shall be made:
- thirty (30) days after the date of the relevant invoice or by the due date specified in the Company's invoices; and
  - unless otherwise instructed in writing by the Company, by crossed cheques drawn in favour of the Company, and with the invoice number written behind such cheques if they are not accompanied by a covering letter or copy of the relevant Company's invoice.
- (b) Interest at the rate of 1% per month shall be charged by the Company for and on any and all late payments.

## 8. GENERAL LIEN

The Company shall be entitled to a general lien, where appropriate, on any advertising materials in the Company's possession for all sums, whether liquidated or not, due from the Advertiser to the Company.

## 9. UPFRONT PAYMENT

- (a) In the event that the Advertiser's registered office is not located within Singapore or the Company in its sole discretion deems necessary, the Company may request for full payment of the Contract Sum prior to the Display Commencement Date and the Advertiser shall be responsible for ensuring that the Company receives the same at least fourteen (14) days prior to the Display Commencement Date. However, in the event that the Advertiser's registered office is within Singapore, the Company may in its sole discretion, request for payment of fifty percent (50%) of the Contract Sum prior to the Display Commencement Date and the Advertiser shall be responsible for ensuring that the Company receives the same at least fourteen (14) days prior to the Display Commencement Date. In cases where the Contract Sum consists of production cost for stickers or posters the Company may request for full payment of the Contract Sum prior to the commencement of the production.
- (b) The Advertiser agrees that the Company shall have the right to, at the Company's sole discretion, use any monies paid by the Advertiser under Clause 9(a) to set-off against any amounts due and owing to the Company from the Advertiser (whether as a result of the Advertiser's breach of the terms herein or otherwise), without further reference to the Advertiser.
- (c) In the event that the Company exercises its right to make any deductions or set-off from or against any upfront payment of the Contract Sum pursuant to the terms herein, the Advertiser shall, forthwith on demand by the Company, pay the Company the full amount so deducted or offset by the Company in cash or by such other method as may be instructed by the Company in writing.

## 10. CANCELLATION OF ANY ORDER

- (a) Subject always to the right of the Company to allow the same at its sole discretion and without prejudice to any of the other rights and/or remedies of the Company, the Advertiser may, without prejudice to Clauses 7, 8 and 9, be entitled, to cancel any Order for advertisement space by way of written notice to the Company provided always that the Advertiser pays to the Company the following amounts for such cancellation:
- If before the Display Commencement Date, 50% of the Contract Sum should such written notice be received by the Company less than eight (8) weeks (but more than four (4) weeks) before the Display Commencement Date OR 80% of the Contract Sum should such written notice be received by the Company less than four (4) weeks before the Display Commencement Date ;
  - If after the Display Commencement date, 50% of the Advertising Rates of the remaining Display Period should such written notice be received by the Company less than eight (8) weeks (but more than four (4) weeks) before the expiry of the Display Period OR 80% of the Advertising Rates of the remaining Display Period should such written notice be received by the company less than four (4) weeks before the expiry of the Display Period.
  - all of the Production Costs incurred up to the date of cancellation; and
  - the cost of all commitments to third parties and works in progress.

- (b) Notwithstanding the aforementioned, in the event the Company exercises its right to refuse to allow the Advertiser's proposed cancellation (whether or not the Advertiser is willing to pay or has paid the abovementioned amounts), the Company shall have the right to proceed with the Order and the Advertiser shall be liable to pay the entire Contract Sum.

## 11. PRODUCTION OF STICKERS AND POSTERS

- (a) The Advertiser shall provide the Company with high resolution images suitable for the production of stickers and/or posters. The Company shall not be liable for any poorly produced images on the stickers and/or posters due to inappropriate resolution images provided.
- (b) The Company may submit proofs for the Advertiser's approval, should there be any alterations or changes, the Company may charge the Advertiser an additional charge.
- (c) Once the proofs are approved by the Advertiser the Company shall not bear any liability as long as the final product is produced in accordance to the approved proofs. The Advertiser acknowledges and agrees that they bear the responsibility to check on the accuracy of the artwork, images, logos or wording in the proofs.
- (d) If the Advertiser has given prior instructions to proceed without the need for their approval of the proofs, the Company shall not bear any liability for the printing outcome of the end product.
- (e) The Company shall not be responsible for any delay in the production of the Order if the delay is caused by the Advertiser or if there is any request for suspension by the Advertiser.
- (f) Notwithstanding clause 10, if the Advertiser cancels the order for production of stickers and posters before approving the proofs or before production has started, there will be no charges payable by the Advertiser except for the cost of materials which were specially purchased or ordered for this Order.
- (g) The Advertiser shall ensure that the all artwork, images, logos or wording provided by them shall not infringe any intellectual property rights of any third parties and shall indemnify the Company for any loss or damage arising out of or in relation to such infringement.

## 12. DISPLAY OF ADVERTISEMENTS

- (a) In the event that the Advertiser wishes to make any changes to the Display Commencement Period stated in the Order, the Advertiser may so request in writing at least four (4) weeks in advance and all such requests shall be subject to
- the Company's right to agree to such request(s) at its sole and undisputed discretion; and
  - the deduction of 20% of the Contract Sum by the Company in respect of the third and each subsequent request thereafter made by the Advertiser from any monies paid to the Company pursuant to Clause 9.
- (b) In relation to advertisements on trains and MRT/LRT stations only
- The Company shall use its reasonable endeavours to display the advertising materials on the Display Commencement Date but shall not be obliged to do the same.
  - The Company may start posting the advertising materials on the night prior to the Display Commencement Date and will complete the posting within 5 working days after the Display Commencement Date. Removal of posters will take place similarly during the allotted times prior to and after the dated fixed for the completion of any Order.
  - The Company reserves the right to unilaterally change the Display Commencement Date by giving four (4) weeks prior written notice to the Advertiser.
- (c) In relation to buses only
- The Company shall be entitled to change the routes of any of the buses, the areas or positions for the display of the advertising panels on the buses and/or the advertising materials without prior reference or notice to the Advertiser and at the Company's sole and absolute discretion.
  - The Company shall be entitled to change the Display Period without prior reference or notice to the Advertiser. While the Company shall use reasonable endeavours to display the advertisement panels or materials supplied by the Advertiser during the Display Period, the Advertiser agrees and accepts that the Company shall not be obliged to do the same.

# TERMS & CONDITIONS

- (iii) On the Display Commencement Date, only 50% of the agreed number buses in the Order will have the advertising material displayed on them. The remaining buses will have the advertising material displayed on them after the Display Commencement Date.
- (d) **In relation to taxis only**
- (i) The Company shall be entitled to change the dates of the Display Period, the positions for the display of advertising panels and/or the advertising materials without prior reference or notice to the Advertiser and at the Company's sole and absolute discretion.
- (ii) On the Display Commencement Date, only 50% of the agreed number taxis in the Order will have the advertising material displayed on them. The remaining taxis will have the advertising material displayed on them after the Display Commencement Date.
- (e) **In relation to mobile platforms and the iViewSMRT only**
- (i) The Company shall be entitled to change the location of any of the iViewSMRT, the dates of the Display Period, the Display Timing, the position of the display of any of the advertisements and/or the advertising materials without prior reference or notice to the Advertiser and at the Company's sole and absolute discretion.
- (ii) The Advertiser acknowledges that the Company shall have the right at all times to, without prior notice or reference to the Advertiser, stop, suspend or disrupt any of the advertisements displayed on the iViewSMRT (whether the advertisement is playing midway or otherwise).
- (iii) The Advertiser acknowledges that the Company does not guarantee the smooth running or the quality of the display of any advertisements on the iViewSMRT, and that such display may be affected (negatively) or marred (completely) by various disruptions (audio or visual) such as station announcements or emergency/safety messages.
- (iv) In the event that the Advertiser decides to purchase the services of any third party in relation to advertising on mobile platforms and as promoted, operated, offered or marketed by the Company to the Advertiser, the Advertiser agrees that it shall abide by the terms and conditions dictated by such third party for such services and that the Company shall not be liable or accountable in any way for the performance, non-performance or standard of performance of such services.

### 13. APPROVAL OF ADVERTISING MATERIALS & COMMENCEMENT OF DISPLAY CHARGE

The Advertiser must obtain the Company's written approval of the advertising materials (including but not limited to video clips, television commercial clips and static posters) at least four (4) weeks before the Display Commencement Date. Notwithstanding any delay or withholding of such written approval by the Company, the Advertiser shall be liable to pay for the display of advertising materials from the commencement date of this Agreement.

### 14. SUPPLY OF ADVERTISING MATERIALS

Once the Company has given its written approval of the advertising materials, the Advertiser shall supply and deliver all advertising materials at its own expense to the Company at least fourteen (14) days before the Display Commencement Date. Such delivery shall be addressed and delivered to the Company at its current address or to such other address or addresses as the Company shall specify.

### 15. COMPLIANCE WITH SPECIFICATIONS

All advertising materials supplied to the Company by the Advertiser shall comply with such specification and requirements of the Company as may be varied by it without prior written notice or reference to the Advertiser from time to time.

### 16. LATE OR NON-DELIVERY

Notwithstanding any late delivery or non-delivery of such advertising materials, the charge for displaying them shall be calculated from the commencement of the Display Period without the Company being liable for any delays arising from such late delivery or non-delivery. During any period of non-display of advertising materials, the Company shall have the absolute right to display any other advertising materials as it deems fit.

### 17. CHANGE OF ADVERTISING MATERIALS

- (a) No additional charges will be imposed if the Advertiser requests for a change of advertising materials after the current advertisement has met the relevant minimum display duration as stipulated in sub-clause (b) below. In the event that the Advertiser requires a change of advertising materials before the minimum display duration is met, the Advertiser shall pay the Company the relevant additional nominal charges as stipulated in sub-clause (b) below.

Media Type	Minimum display duration for current advertisements	Charge per change
Train Panel	4 weeks	\$5 per panel
4 Sheet Poster	4 weeks	\$20 per poster
12 Sheet Poster	8 weeks	\$50 per poster
Bulkhead	26 weeks	\$100 per poster
Showcase	4 weeks	\$50 per poster
Concourse Lightbox	8 weeks	\$50 per poster
Escalator Crowns	4 weeks	\$15 per poster
Bus Rear/ Interior Panel	3 months	\$30 per panel
Mobile Platforms	2 weeks	Subject to changes requirement
Digital Multimedia (eg iViewSMRT, PlasmaTV)	2 weeks	\$50 per TVC clip

- (b)
- (c) The Advertiser shall give the Company at least four (4) weeks' prior written notice for a change of advertising materials.
- (d) The Company will use reasonable efforts to complete the change of advertising materials within 10 days where no additional charge is imposed and within 5 days where additional charge is imposed.
- (e) Notwithstanding Clause 16(a) and Clause 16(d) above, in the event that the Advertiser requests for a change or touch-up or repair of the advertising materials and during the period of such change, touch-up or repair the relevant bus(es), train(s) and/or taxi(s) are not in operation ("Downtime"), the Advertiser shall pay to the Company the following additional charges within 30 days of the Advertiser's request:

	Downtime
Wholly Painted Bus	\$600 per bus per day
Full Rear/Side Advertisement	\$300 per bus per 4 hours
Wholly Painted Taxi	\$200 per day per taxi
Taxi Door	\$200 per day per taxi
Taxi Top	\$200 per day per taxi
Concept Trains	\$1,000 per day per train
Train Window Stickers	\$500 per half day per train

### 18. LIABILITY

- (a) The Company shall not be liable for (i) any loss of or damage to advertising materials supplied to the Company; (ii) any non-display, late display or incorrect display of advertisements for whatsoever reason, and/or (iii) the display of any damaged advertising materials, whether or not the Company was negligent.
- (b) The Company shall have the right, after giving the Advertiser reasonable notice, (i) to cancel any Order or (ii) to alter the position of or withdraw temporarily or permanently any item of advertising media for operational, aesthetic or other reasons and no claims of any nature shall be made against the Company in respect thereof.
- (c) The Company shall not be liable or in any way responsible to the Advertiser nor shall the Advertiser have any claim against the Company in respect of any damage or loss howsoever caused, and including but not limited to disruption or loss of business, or access, inconvenience,

costs and expenses arising out of any works carried out to, on or in the vicinity of the Station, including works carried out by any third party, which impacts (including but not limited to the obstruction or destruction of) the Advertisements or the Display of Advertisements.

- (d) The Company shall also not be liable or in any way responsible to the Advertiser nor shall the Advertiser have any claim against the Company in respect of any cost, expense, damage or loss arising out of or related to or in connection with (i) the removal or discontinuance (by the Company or its authorized representative) of any display of any advertising materials or (ii) the cancellation of any Order at the request, directions, instructions or order of any statutory body or relevant authority, such as but not limited to the Land Transport Authority of Singapore. For the avoidance of doubt, the Company shall not be obliged to give any prior notice to the Advertiser of the Company's intention to remove or discontinue the display of any such advertising materials or its intention to cancel any Order under this Clause.
- (e) Notwithstanding any other provision contained herein,
- (i) In no event will the Company be liable for any special, indirect, incidental or consequential damages (including without limitation any losses or damages resulting from loss of use or profits and/or loss of revenue arising out of or connected with this Agreement) even if the Company has been advised of the possibility of such losses or damages. This limitation will apply regardless of the form of action brought against the Company;
- (ii) Under no circumstances whatsoever shall the Company's total and cumulative liability for all losses or damages arising out of or in connection with this Agreement or the termination of this Agreement exceed the maximum aggregate amount of 20% of the Contract Sum.

### 19. COMPANY'S RIGHT TO REFUSE OR DISCONTINUE DISPLAY OF ADVERTISING MATERIALS

- (a) The Company shall be entitled to, without prior notice or reference to the Advertiser and without incurring any responsibility or liability on the part of the Company, refuse to accept or discontinue or remove the display of any advertisement panels or advertising materials supplied to it by the Advertiser if:-
- (i) in the Company's opinion, they are objectionable, inappropriate, likely to cause offence, damaged, defaced, or unsuitable for any reason;
- (ii) the Advertiser is in breach of Clauses 7 and/or 9;
- (iii) the advertisements do not comply with the specifications stipulated by the Company pursuant to Clause 14;
- (iv) the advertisements or the Advertiser do/does not comply with the relevant provisions of Clause 20; or
- (v) any statutory body or relevant authority so requests, directs, instructs or orders (and the Advertiser acknowledges that in such case, it shall not make any claims against such statutory body or relevant authority and the Company shall not be liable or in any way responsible to the Advertiser).
- (b) The Advertiser acknowledges that the exercise by the Company of its right under Clause 18(a) is without prejudice to the Company's right to recover any sums of money that are owing by the Advertiser to the Company.

### 20. COLLECTION OF ADVERTISING MATERIALS AFTER THE EXPIRY OR TERMINATION OF THIS AGREEMENT

- (a) The Advertiser shall collect all advertising materials supplied to the Company within 14 days from the expiry of the Display Period or date of termination of this Agreement, whichever is earlier. In the event of late collection or non-collection of such advertising materials, the Company shall:-
- (i) not be liable to return them after they have been displayed; and
- (ii) be entitled to destroy or dispose of them in any manner as it deems fit without any liability whatsoever.

### 21. STATUTORY REQUIREMENTS

- (a) The Company shall comply with all statutory and regulatory requirements, instructions and/or directions concerning the use of any site for the display of advertisements. The Advertiser shall be responsible and shall indemnify the Company fully for and against any liability, loss or damage arising out of or in connection with or related to the advertisements (or the subject matter or content thereof).

# TERMS & CONDITIONS

- (b) The Advertiser warrants and undertakes that-
- (i) all advertising materials comply with all statutory, regulatory and other legal requirements and provisions, including but not limited to the Code of Advertising Practice laid down by the Advertising Standards Authority of Singapore;
  - (ii) all necessary consents, licences and payments for use of any intellectual property, material or appearance of any person in the advertising materials have been obtained or made;
  - (iii) it shall comply with its obligations herein; and
  - (iv) the Advertiser shall keep the Company fully indemnified against all claims, liabilities, actions, demands, damages, losses, costs and expenses of whatever nature and howsoever caused including (without limitation) claims of defamation, infringement of copyrights, trade marks or any non-compliance with applicable statutory or other regulatory requirements.

## 22. FORCE MAJEURE

The Company shall not be obliged to perform any of its obligations under this Agreement and/or be deemed to be in breach of this Agreement by reason of its failure to perform its obligations due to any cause or causes beyond its control (an event of "Force Majeure"). Without prejudice to the generality of the foregoing, the following shall be regarded as such causes:

- (i) acts of God, lighting, floods, fire, explosion, tempest or accident;
- (ii) nationalisation, expropriation, acts of war, terrorism, civil interest, riots, strikes or nuclear fission; and;
- (iii) any other circumstances beyond the control of the quality workshop including without limitation, outbreak of epidemics and infectious diseases such as severe acute respiratory syndrome, bird flu, plagues, quarantine restrictions.

## 23. ASSIGNMENT

The Advertiser shall not assign his rights and obligations in whole or in part under this Agreement without the prior written consent of Company. The Advertiser agrees and accepts that the Company shall be entitled to assign its rights and obligations in whole or in part under this Agreement without requiring the Advertiser's consent.

## 24. RENEWAL

The Company may give priority to any Orders which are bookings for renewal of existing advertisements made by the Advertiser in writing received at least four (4) weeks before the expiry of the Display Period. For the avoidance of doubt, the Advertiser accepts and agrees that in any event, such renewals are not guaranteed by the Company.

## 25. SUSPENSION

Without prejudice to the Company's rights specified in Clause 18, it shall be entitled to suspend the display of any advertisements under any Order without prior reference or notice to the Advertiser if the Advertiser is in breach of Clauses 7 and/or 9. Remounting of suspended advertising materials will be subject to additional charges as specified in Clause 16 for change of advertising materials.

## 26. TERMINATION

- (a) If at any time
- (i) any lawful authority shall lawfully withdraw, or refuse to renew any consent previously given, or shall require the Company to remove any advertisements; or
  - (ii) the Advertiser shall become bankrupt or go into liquidation or the Company is of the opinion that the Advertiser is or will be in financial difficulties; or
  - (iii) a receiver shall be appointed of the whole or any part of the Advertiser's undertakings; or
  - (iv) the Advertiser breaches its obligation(s) under Clauses 7 and/or Clause 9 of the Agreement (and such breach of Clause 9 shall be deemed as one which is incapable of being remedied); or
  - (v) subject to Clause 26(a)(iv) above, there shall have been a breach by the Advertiser of any of these terms and conditions and in the case of a breach capable of being remedied, where such breach shall not have been remedied within 10 days of a written request to remedy the same,

then the Company shall be entitled to terminate the Agreement forthwith in whole or in part by notice in writing without incurring any responsibility or liability

on the part of the Company and without prejudice to its rights to recover whatever sums of money that are owing by the Advertiser or any other rights that it may be entitled to hereunder, at law or in equity. All accrued rights or liabilities of either party and any provision which is expressly or by implication intended to come into or continue in force on or after such termination shall not be affected.

- (b) In the event that the land in the vicinity of the MRT Station and/or the MRT Station or parts thereof is developed, redeveloped, renovated, retrofitted or upgraded, the Company shall be entitled to
- (i) relocate the advertising materials to another part of the MRT Station as the Company in its sole discretion shall decide; without prior notification to the Advertiser and/or
  - (ii) delay the display of the advertising materials for such a period as solely determined by the Company, whether or not notice to the Advertiser is given; and/or
  - (iii) terminate this Agreement by giving the Advertiser at least 7 days notice in writing to that effect.

The Company shall not be liable to anyone for any damages, losses, costs and/or expenses or for any compensation or reimbursement or refund of any monies howsoever arising out of or in connection with any of the above-mentioned rights so exercised by the Company in its sole and undisputed discretion.

## 27. NOTICES

Any notice given hereunder may be delivered or sent by hand or by post or by facsimile and shall be deemed to be served if sent by hand at the time of delivery and if sent by post to the address of the party to be served as specified on the Order or such other address as may be notified in writing from time to time 48 hours after posting and if sent by facsimile to the facsimile number of the party to be served as specified on the Order or such other facsimile number as may be notified in writing from time to time at the time of transmission provided the confirmation copy is sent by post.

## 28. SEVERANCE

The various clauses and sub-clauses of this Agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

## 29. WAIVER

The failure by the Company to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms and conditions of this Agreement.

## 30. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties and supercedes all prior written or oral proposals of agreement between the parties pertaining to the subject matter.

## 31. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.



Media

Creating Possibilities, Inspiring Always