

ADVERTISING SALES

TERMS AND CONDITIONS

For the purpose of these terms and conditions between daa and the Advertiser (the “**Agreement**”) advertising sites and/or equipment shall be referred to as “advertising media” and the display or content of advertisements shall be referred to as “advertising material”.

Bookings

All bookings must be confirmed by the booking form (the “**Booking Form**”) provided by daa (“**daa**”) from time to time to an advertiser or an advertising agency (the “**Advertiser**”).

This Agreement shall become effective and binding on daa and the Advertiser when a completed Booking Form is returned to daa by email.

Costs

The Advertiser shall pay to daa in advance, all fees (including VAT at the prevailing rate in Ireland) for the term of this Agreement as set out in the Booking Form. If the term of this Agreement is extended such fees shall be determined by daa. Payment is due within thirty (30) days following date of the invoice.

Approval and Inspection

All artwork and copy matter of the advertising material shall be submitted to daa for approval prior to printing. daa reserves the right not to erect advertising material it deems inappropriate for public display or in conflict with daa business. daa also reserves the right to undertake a pre-installation inspection of the Advertiser’s advertising material to ensure that the quality complies with the technical specifications supplied by daa. The Advertiser shall, if required at any time during this Agreement, alter or amend its advertising material in accordance with daa’s instructions or improve the quality of the advertising material if required by daa (in daa’s sole discretion).

Regulations and Compliance

All advertising material shall comply at all times with all applicable laws and statutory regulations and shall not be in breach of any intellectual property or other rights of any party and, without limitation, shall not contain any untrue, defamatory, harmful, abusive, vulgar or obscene material

Advertising Standards Authority of Ireland

daa adheres to the Advertising Standards Authority of Ireland’s (ASAI) Code of Practice and recommends that all advertising material is submitted to ASAI for provisional approval at least 21 days prior to the campaign commencement.

Alcohol Advertising / Central Copy Clearance Ireland

All advertising campaigns by drinks manufacturers solely or mainly for alcohol carried in Irish media must carry Central Copy Clearance Ireland (CCCI) approval. daa requires that a CCCI number is submitted with all alcohol advertising materials for display at Dublin airport.

Advertising Material Maintenance and Disposal

The Advertiser shall be responsible for keeping its advertising material in good and substantial repair and condition throughout the term of this Agreement.

All advertising materials will be disposed of on completion of the Advertiser's campaign unless prior request is made, in writing, at the time of booking.

Indemnification

The Advertiser shall indemnify and hold daa harmless from and against all actions, costs, proceedings, claims and demands arising out of or in connection with (whether directly or indirectly) the advertising material, including, without limitation, claims for defamation or breach of any intellectual property or other rights and claims for injuries sustained by the Advertiser, its agents or employees in connection with the installing, maintaining or removing any advertising media or advertising material or otherwise sustained.

Termination

This Agreement may be determined as follows:

1. At any time by daa if daa considers the advertising by the Advertiser on daa's property is no longer possible or desirable (including, without limitation, for operational or development reasons). In the event of termination of the Agreement under these circumstances, daa will refund to the Advertiser an apportioned part of the cost in respect of the unexpired period for which the Advertiser shall have paid. daa may endeavour, but shall not be obliged, to provide alternative advertising media acceptable to the Advertiser on terms and conditions to be agreed;
2. At any time by daa if the fees or any part thereof shall be unpaid to daa for fourteen (14) days after becoming payable or if the Advertiser shall fail to perform and observe any of the stipulations on the Advertiser's part herein contained; or
3. At any time by daa in the event that the Advertiser goes into liquidation (voluntary or otherwise) or receivership or otherwise compounds or makes an arrangement with its creditors it shall be lawful for daa to terminate this Agreement and to take possession of the advertising material and such advertising material shall become the property of daa without prejudice to the right of daa to recover all arrears of costs then due.

Either party may terminate this Agreement by giving to the other party in respect of:

1. A **Long Term booking** a booking period (as set out in the Booking Form), of one year or more, a minimum of 3 months' prior written notice at any time after the expiry of the third month of such booking period;
2. A **Short Term booking** (as set out in the Booking Form), of less than one year, a minimum of 3 weeks prior written notice.

3. **A Renewal booking** (as set out in the Booking Form), where the initial booking has continued uninterrupted for a period of one year or more, a minimum of 3 months prior written notice.

On termination of this Agreement the Advertiser shall remove its advertising media and advertising material and at its own expense make good or pay the cost of making good any damage to the property of daa.

No Assignment

The Advertiser or any agent of the Advertiser may not assign or sublet any of its rights or responsibilities under this Agreement to any third party.

Property Rights

The rights granted to the Advertiser under this Agreement do not create any tenancy or other property rights in the premises where any advertising material is displayed.

Agent

Where the Advertiser for the purpose of this Agreement is acting as an agent, the Advertiser confirms that (i) it has full power and authority to enter into this Agreement and place advertisements with daa on behalf of its client and to bind its client and (ii) it will be responsible for the costs payable to daa under this Agreement and the compliance by it and its principal with the terms of this Agreement.

Force Majeure

No party shall be liable to any other for any failure to fulfil its duties hereunder if and to the extent that such failure results from any circumstances beyond the reasonable control of that party, which shall include (without prejudice to the generality of the foregoing) any act of God, any act of war or civil or public disorder or any industrial action.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland.