

Train AV Limited

Unit 8a, Stag Business Park, 164 Christchurch Road, Ringwood, BH24 3AS

Email: Trainme@trainav.co.uk | Tel: 01425 563719 | Company No: 11657692

Service Agreement – Digital Signage Content Management Services

1. Application and Entire Agreement

These Terms and Conditions apply to the provision of **Digital Signage Content Management Services** (“Services”) by Train AV Ltd (“we” or “us”) to the person or company buying the Services (“you” or “your”).

You are deemed to have accepted these Terms when you accept our quotation or from the date of any performance of the Services. These Terms, together with our quotation, form the entire agreement between us.

2. Services

We provide a **content management service only**, including:

- Uploading content, you provide to the agreed signage platform
- Creating screen layouts
- Scheduling and publishing updates on the agreed day(s)

The Services **exclude** the supply, installation, maintenance, or repair of any hardware, media players, or network equipment.

3. Content Limits and Fair Upload Policy

- A maximum of **25 content items per screen per week** is included in your plan.
 - A “content item” means any single image, video, or text asset.
 - You must provide content in the agreed file format, resolution, and size.
 - Content must be provided in good time before the agreed publishing date.
 - We are not responsible for delays caused by late delivery, incorrect formatting, or technical issues within the content you supply.
-

4. Your Obligations

You are solely responsible for:

- The quality, accuracy, legality, and suitability of all content you provide
- Securing any required permissions, licences, or copyright clearances
- Ensuring all display hardware is functional and correctly configured
- Providing us with uninterrupted access to the signage platform for the duration of the contract

Failure to comply may result in suspension or termination of the Services without liability.

5. Contract Term

- The minimum contract term is **12 months** from the service start date.
 - After the initial term, the contract will renew on a rolling monthly basis unless cancelled with **30 days' written notice**.
-

6. Fees and Payment

- Fees are payable **monthly or annually in advance** as agreed.
 - Invoices must be paid within **14 days** of the invoice date.
 - All fees are exclusive of VAT.
 - Late payments may result in suspension of Services and may incur interest at **5% above the Bank of England base rate** until payment is made in full.
-

7. Liability

Our liability is limited to the total amount of fees paid by you in the **three months** prior to any claim.

We are not liable for:

- Loss of profits, business interruption, or any indirect/consequential losses
- Platform downtime or outages outside our control
- Any aspect of hardware performance or failure

Nothing in these Terms limits liability for death, personal injury, or fraud caused by our negligence.

8. Termination

We may terminate this contract immediately if:

- You breach these Terms
 - You fail to pay Fees when due
 - You become insolvent or enter into administration
-

9. Force Majeure

Neither party is liable for delays or failures caused by events beyond reasonable control, including but not limited to: power failures, internet outages, strikes, natural disasters, or acts of terrorism.

10. Governing Law

These Terms are governed by the laws of England and Wales, with exclusive jurisdiction in its courts.