Our Terms and Conditions
Dee 106.3 Ltd and Silk fm ltd

1 DEFINITIONS

1.1 The expression “the Company” shall hereinafter mean Silk fm ltd and/or Dee 106.3 Ltd (as applicable to the specific station/s broadcasting the order/contract)

1.2 The expression “the Advertiser”, wherever it hereinto appears, shall mean the person, firm or company by whom an order for an advertisement booking is placed and shall also mean and include the Advertiser’s successors in title and assigns.

1.3 The expression “the Authority” shall mean Ofcom.

2. ADVERTISING AGENCIES & COMMISSIONS

2.1 An advertiser who is an advertising agency shall be deemed by contract as principal and will accordingly be responsible for the payment of accounts and will be deemed to have full authority in all matters connected with the placing of orders and the approval or amendment of advertising copy.

2.2 Agency Commission of 15% is payable to all advertising agencies recognised by the Company and will be calculated on the basis of the rates applicable less discounts allowed. Commission will not be payable on any surcharge under the provisions of condition 4.

2.3 No agency commission payable by the Company to such an Advertiser shall be paid or allowed to or shared with any client of the advertising agency and not recognised under condition 2.2 (or, in the case of overseas agency, not recognised by the appropriate media organisation in its own country).

3. ACCEPTANCE OF TERMS AND CONDITIONS

3.1 The placing of an order with the Company by the Advertiser will be deemed an acceptance of these terms and conditions by the Advertiser.

3.2 No terms and conditions other than those set forth herein or any variant thereof under condition 10 shall be binding upon the company or the advertiser unless reduced to writing and signed by or on behalf of the company and the advertiser.

4. ACCEPTANCE OF ADVERTISEMENTS

4.1 All advertisements will be broadcast subject only to approval of them by the Company and to their compliance with the Broadcasting Act 1990, the authority’s code of advertising standards and practice and the company’s technical requirements and submission procedures.

4.2 Advertising copy must be delivered not less than 7 clear working days before scheduled broadcast date unless the company shall in any particular case agree to accept a shorter period. Delivery of advertisement copy shall not be deemed to have been made until the company’s technical requirements and submission procedures have been complied with and the relevant broadcast instructions have been given.

4.3 The form in which advertisement copy must be submitted, the procedure for the approval and/or rejection thereof, surcharge for late acceptances; changes or alternative copy used and like matters shall be dealt with in accordance with “submission procedures” (as shall be published by the company from time to time) prevailing at the date of submission of the advertisement copy.

4.4 The company at any time may without incurring liability whatsoever to the advertiser:

add to, delete or otherwise amend advertisement copy if so required by the authority or if the copy is submitted less than 48 hours prior to the first transmission time and in the opinion of the company contains unsuitable copy, but the advertiser shall remain liable to pay for any such advertisements;
decline to broadcast any advertisements without giving any reason for so declining but the advertiser shall not be liable to pay for such advertisements;
restrict any repeat broadcasts of the same advertisement.

4.5 Subject to the provisions of condition 10 below all bookings are accepted on the understanding that they will be paid for at the rates in force at the date of broadcast.

5. DATE/TIMES OF BROADCAST

5.1 The company does not guarantee the scheduled times and/or dates of broadcasts will be adhered to, but if for any reason whatsoever and advertisement is:
not broadcast during the period arranged, or
not broadcast at all, or
broadcast so that a material part thereof is omitted, or
broadcast containing a material error made by the company,
then the company will endeavour to offer a broadcast or broadcasts during some other period which may be accepted by the advertiser provided that if any offer is not acceptable (or is not made), the Authority in respect of non-broadcast or for any expense or damage whatsoever incurred as a result thereof; and the company shall make no charge to the advertiser for such advertisement.

5.2 In the event of the company’s activities being restricted, curtailed or prevented by any Law or any other act or thing beyond the company’s control, the company may at any time, not withstanding anything hereinbefore contained, forthwith determine any contract without prejudice to the company’s right to be paid by the advertiser any monies due and owing by the advertiser, to the company at the time of such determination.

6. CANCELLATIONS

6.1 Subject to the provision of condition 10, bookings may be cancelled by either side, provided that notice in writing is received by the company or the advertiser, as the case may be, not less than 28 days before the scheduled broadcast date , the Brand Builder product requires 90 days notice ahead of the scheduled broadcast date. For clarity if bookings are made within these written notice periods, cancellation is only permitted by providing the required notice period after the campaign has commenced. Certain bookings can not be cancelled and the order / contract will state this – the Company may cease a schedule immediately should any special payment terms not be honoured by the advertiser.

6.2 In the event of any special payment terms not being honoured by the advertiser, the Company reserves the right to invoice at the current ratecard levels rather than any negotiated discounted levels. In such cases if invoices have been issued at the discounted level the Company may choose to invoice for the balance at its discretion.

6.3 The Company cannot be responsible for circumstances beyond its direct control – accordingly packages may change without notice however sponsor or advertiser interests will always be considered.

7. MATERIAL AND PROPERTY LIABILITY

While every care will be taken in respect of recordings, scripts or other material the company cannot accept liability for the loss, damage or delay in delivery thereof, whether in the studios or in transit and whether or not such recordings, scripts or other material are supplied by the company.

8. ACCOUNTS

8.1 Accounts payable by an advertisement agency recognised by the company shall be paid not later than the fifteenth day of the month following the month of broadcast.

8.2 Other accounts shall normally be paid not later than 4 clear working days before the Scheduled broadcast date. In the event of late payment the company reserves the right to consider any agreed discounts null and void and at its discretion may therefore re-invoice at rates in accordance with the current ratecard. In default of such payment the company shall be entitled to refuse to broadcast the advertisement.

8.3 The existence of a query of any individual item in any account shall not affect the due date of payment of the balance of the account. If any advertiser is expressly granted credit by the company then the terms described in paragraph 8.1 shall apply.

8.4 The company reserves the right to charge back at cost any fees incurred in recovery or attempted recovery of late debts. These may include but are not limited to debt agency recovery fees (minimum 15%), court fees, legal fees including advocacy fees, statutory interest , late payment act fixed compensation invoice fees.

9. WARRANTIES AND INDEMNITIES

The Advertiser warrants and undertakes that:

9.1 He will be responsible for obtaining and paying for all necessary licences and consents for the broadcast of any advertisement, copyright material contained, or in the inclusion of any person in his advertisements.
9.2 No advertisement shall breach the copyright or other rights of or be defamatory of any third party.
9.3 He will indemnify and keep the company indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use, recording or broadcasting of any advertisement copy or matter supplied by or broadcast for the advertiser.

10. CHANGES OF RATES AND CONDITIONS

10.1 The company reserves the right to change the advertisement rates, time segments, classification, and any of these terms and conditions by not less than 28 days notice, and in the event of such a change, the rates payable and the terms and conditions applicable shall be those in force at the time of the broadcast, but the advertiser concerned shall (by serving written notice on the company within 28 days of receiving notice of such change) be entitled to cancel any order for advertisement to which the changed rates or terms and conditions would otherwise be applicable.
10.2 The company may from time to time make special charges and/or conditions for Certain types of advertisements or for bookings at certain specific periods.

11. ORDER CONFIRMATION

Orders must be signed in person or signed and sent by email in the case of any order sent via electronic mail the order will be accepted at the discretion of the company. Any order made by these methods shall be deemed to also indicate acceptance of these terms and conditions.

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