



# Dales Radio Limited

## General Terms and Conditions of Contract

### 1. Definitions

- a) The expression 'The Company' shall hereafter mean Dales Radio Limited and shall include the successors in title and assigns of that company.
- b) The expression 'the Advertiser', wherever it hereafter 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.
- c) The expression 'advertisement copy' shall mean any advertising material intended for broadcast by the Company.
- d) The expression 'The Regulator' shall mean Ofcom or government agency responsible for the regulation of Commercial Radio.
- e) The expression 'working day' shall mean any day of the week from Monday to Friday inclusive except Bank or Public Holidays.

### 2. Advertising Agencies and Commissions

- a) An Advertiser who is an advertising agency shall be deemed to contract us as principal and will accordingly be responsible jointly and severally with its client for 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.
- b) Agency Commission of 15% is payable to registered advertising agencies recognised by the Company and will be calculated on the basis of the rates applicable less discounts allowed and less any surcharge payable under the provision of condition 4.
- c) No agency commission payable by the Company to such an Advertiser shall be paid or allowed or shared with any client or any advertising agency not recognised under condition 2(b), or in the case of an overseas advertising agency, not recognised by the appropriate media organisations in its own country.

### 3. Acceptance Terms and Conditions

- a) The placing of an order with the company by the Advertiser will be deemed acceptance of these terms and conditions by the Advertiser.
- b) No terms or conditions other than those set forth herein or any variation thereof under condition 11 shall be binding upon the Company or the Advertiser unless reduced to writing and signed by or on behalf of both the Company and the Advertiser.

### 4. Acceptance of Advertisements

- a) All advertisements will be broadcast subject to approval of them by the Company and to their compliance with the Broadcasting Act 1990, Ofcom's Code of Advertising Standards and the Practice and the Company's technical requirements and submission procedures.
- b) Advertisement copy must be delivered not less than two clear working days before scheduled broadcast date unless the Company shall agree to waive this requirement. 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. If the Advertiser fails to deliver advertisement copy in accordance with the provision of this paragraph, they shall remain liable to pay the full value of any advertising booked whether it is broadcast or not.
- c) The form in which advertisement copy must be submitted, the procedure for the approval and/or rejection thereof changes or alternative copy use and like matters shall be dealt with in accordance with the submission procedures (as shall be published by the Company periodically) prevailing at the date of submission of the advertisement copy.
- d) The Company at any time may without incurring any liability whatsoever to the Advertiser to add to, delete, change amend or decline to broadcast or to carry out any advertisement, sponsorship or promotion or restrict or decline any repeat without giving any reason therefore. Notwithstanding this right it is the duty of

the advertiser to vet all such advertisements and ensure that there will be no breach of copyright or other rights, no defamation of any person, no breach of the law and no breach of the Regulator's requirements. The Company has no obligation to carry out such vetting. Subject to Condition 8 below the Advertiser will not be liable to pay for an advertisement that has not been broadcast.

- e) Subject to the provisions of Condition 11 below, all bookings are accepted on the understanding that they will be paid for at the rates in force at the date of booking. Before booking, rates will vary according to the availability of commercial airtime.
- f) Advertising copy received prior to seven working days before transmission will be loaded free of charge onto our systems. Copy within seven working days before transmission will be subject to a late copy fee of £1.0 + VAT per advertisement.

### 5. Dates/Times of broadcast

- a) The Company does not guarantee the scheduled times and/or dates of broadcast will be adhered to, but if for any reason whatsoever an advertisement:
  - i) not broadcast during the period arranged, or
  - ii) not broadcast at all, or
  - iii) broadcast so that a material part thereof is omitted, or
  - iv) broadcast containing a material error made by the CompanyThe Company will endeavour to offer a broadcast or broadcasting during some other period which may be accepted by the Advertiser provided that if any offer of such a broadcast is not accepted (or is not made) the Advertiser shall have no claim against the Company in respect of any expense or damage whatsoever incurred as a result thereof; and the Company shall make no charge to the Advertiser for such advertisements but the Company shall be entitled to be paid by the Advertiser any agreed fees or such expenses as the Company has incurred in respect any facilities arranged or provided.
- b) Advertisements broadcast within ten minutes of the segment booked may in circumstances which in the Company's opinion are exceptional be treated as having been broadcast within the segment.
- c) If as a result of transmission failure an advertisement is broadcast on only one group station (or transmitter) although it is the normal practice on the contract by the Company to broadcast on more than one station (or transmitter) then the Company shall compensate the Advertiser in such manner as the Company shall deem reasonable.
- d) In the event of the Company's activities being restricted, curtailed or prevented by any law or any act or thing beyond the Company's control, the Company may at any time, notwithstanding anything herein before 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.
- e) Copy recordings will be kept for 6 weeks and it is the responsibility of the Advertiser / Agency to check the transmission times in that period for any queries regarding transmission times needs to be notified in writing within that period.
- f) Bookings may be postponed with seven working days notice, a maximum of two times before Condition 6 applies. All postponements must be confirmed in writing.

### 6. Cancellations

Subject to the provision of Condition 11, any booking 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. If the cancellation is made by the Advertiser the campaign will be charged at the rate appropriate to the number of advertisements actually broadcast before such a cancellation becomes effective.

### 7. Material and Property Liability

- a) While every care will be taken in respect of recording, scripts or other material, the Company cannot accept liability for the loss, damage delay in delivery thereof whether in the studios or in transit, and whether or not such recordings, scripts or other materials are supplied by the Company. The Advertiser should keep its own material and backups.
- b) The Company shall not be liable under any circumstances howsoever arising from any loss of business or profit or other consequential loss of the Advertiser arising from the broadcast (or non-broadcast) of advertisements.
- c) The Company's total liability howsoever arising (save for death or personal injury arising from its negligence) in relation to any advertisement or the failure duly to broadcast the same shall not in any circumstances exceed the fee payable by the Advertiser for such advertisement.

### 8. Accounts

- a) Accounts payable by an advertising agency recognised by the Company or any other approved credit customer of the Company shall be paid not later than 15 days after the invoice date.
- b) Other accounts shall be paid not later than seven clear days before the scheduled first broadcast date and in default of such payment the Company shall be entitled to refuse to broadcast the advertisement.
- b) The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

### 9. Warranties and Indemnities

The Advertiser warrants and undertakes that

- a) He will be responsible for obtaining and paying for all necessary licences and consents for the broadcast of any advertising copyright material contained in, or the inclusion of any person in his advertisement;
- b) No advertisement copy will breach the copyright or other rights of or be defamatory of any third party;
- c) 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 or broadcast for the Advertiser.

### 10. Publicity and information

The Advertiser shall not publish any information in connection with any advertisement which has been broadcast or scheduled for broadcast unless or until the Company has given its prior written consent.

### 11. Changes of Rates and Conditions

- a) The Company reserves the right to change the advertisement rates, time segments, classifications and any of these terms and conditions by not less than 7 clear 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 booking
- b) The Company may from time to time make special changes and / or conditions for certain types of advertisements or for booking certain specified periods.
- c) In the event of any monies due from the Advertiser to the Company remaining unpaid after fifteen days from the date of the invoice, the Advertiser agrees at the Company's discretion to pay the Company interest on the amount outstanding at the rate of three percent per month or part thereof.