

GENERAL TERMS AND CONDITIONS OF CONTRACT VERSION 11/16

1 Definitions

- a) The Company shall hereafter mean the company or companies specified on the order and shall include the successors in title and assigns of that company.
- b) The expression the Advertiser shall mean the person, organisation or company by whom an order for an advertisement booking is placed and shall mean and include the Advertiser's successors in title and assigns.
- c) OFCOM refers to The Office of Communications or any statutory body responsible for the regulation of the services or products ordered.
- d) "advertisement copy" shall mean any advertising material, in any format intended for broadcast or publication by the Company.
- e) "Contract" shall mean these terms and conditions, the Submission Procedures (as defined below) and the specific written contract terms agreed between the Company and the Advertiser.
- f) "working day" shall mean any day of the week from Monday to Friday inclusive except any Bank or Public Holiday.
- g) "Minimum term" will apply for some products and will be specified on the front of the order form.

2 Advertising Agencies and Commissions

- a) An advertiser who is an advertising agency shall be deemed to contract as principal and will accordingly be responsible for payment of accounts and will be deemed to have full authority in all matters connected with
- b) the placing of orders and the approval or amendment of advertising copy.
- c) Agency Commission is payable to registered advertising agencies recognised by The Company and will be calculated on the basis of the rates applicable less discounts allowed.

3 Acceptance Terms and Conditions

- a) The placing of an order with the Company by the Advertiser will be deemed acceptance of these General terms and Conditions of Contract by the Advertiser.
- b) No terms or conditions other than those set forth herein or any variation thereof under Condition 10 shall be binding upon the Company or the Advertiser unless reduced to writing and signed by or on behalf of both the Company and Advertiser.

4 Acceptance of Advertisements

- a) All advertisements will be broadcast subject to approval of them by the Company and their compliance with relevant broadcast legislation and OFCOM codes.
- 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 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, he 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 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 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:
 - 1 Add to, delete, change or otherwise amend advertisement copy if so required by Ofcom or the opinion of the Company the advertisement contains unsuitable copy but the advertiser shall remain liable to pay for such advertisement.
 - 2 Decline to broadcast any advertisement without giving any reason for so declining but the Advertiser shall not be liable to pay for any such advertisement.
 - 3 Restrict any repeat broadcasts of the same advertisement.
- e) 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 dates broadcast.

5 Dates/Times of Broadcast

- a) The Company does not guarantee that the scheduled times and /or dates of broadcast will be adhered to, but if for any reason whatsoever an advertisement is:
 - 1 not broadcast during the period arranged or,
 - 2 not broadcast at all,
 - 3 broadcast so that a material part thereof is omitted or
 - 4 broadcast containing a material error made by the company 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 of such a broadcast is not accepted (or is not made), the Advertiser shall have no claim against the company in respect of non-broadcast or for any expenses or damage whatsoever incurred as a result thereof; and the Company shall make no charge to the Advertiser for such advertisement 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 of any facilities arranged or provided.
- b) 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, notwithstanding anything herein before contained, forthwith determine any contract without prejudice to the Company's rights to be paid by the Advertiser any monies due owing by the Advertiser to the Company at the time of such determination.
- c) Unless otherwise specified the Company will deliver airtime services on the FM station or transmitter(s) selected. In addition, airtime services may be transmitted on secondary platforms such as DAB and online however these do not form contracted obligations. Dragon Radio, Thames Radio and Chris Country will deliver services on DAB.

6 Sponsorships of programmes and features.

The minimum laydown of sponsorship will be shown in the proposal accompanying this agreement. Sponsors should be aware that many programmes and features do not run on Bank Holidays or between Christmas and the New Year.

7 Exclusivity

Sponsors of sport bulletins on stations should be aware that the Company reserves the right to create and offer alternate sponsorship opportunities for coverage of major sporting events. Sponsors of weather bulletins should be aware that the Company reserves the right to create and offer alternate sponsorship opportunities, for example weather disruption, pollen count and UV index.

8 Cancellations

Subject to the provisions of conditions 8 and 10, any order may be cancelled by either side following the completion of any minimum term by notice to the other party and giving not less than 28 days notice. If the cancellation is made by the Advertiser, the campaign will be charged at the rate appropriate to the number of advertisements actually broadcast and the revised length of the campaign before such a cancellation becomes effective. Notices from the Advertiser to the Company shall be sent by first class registered or recorded delivery addressed to the Company concerned.

9 Material and Property Liability

- a) Whilst every care will be taken in respect of recording, scripts or material, the Company cannot accept liability for the loss, damage or delay in delivery thereof, whether in the studios or not such recordings, scripts or other material are supplied by the Company.
- b) The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to any monies paid by the Advertiser to the Company.
- c) The Company shall not be liable to the Advertiser for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- d) Nothing in the Contract shall limit the liability of the Company:
 - 1 for death or personal injury caused by the Company's negligence; or
 - 2 under Section 2(3), Consumer Protection Act 1987; or
 - 3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 4 for fraud or fraudulent misrepresentation.

10 Payments and Accounts

- a) Unless otherwise agreed in writing payment is due monthly in advance 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.
- c) Accounts not paid in accordance to the terms detailed within the condition 8a above may have future orders cancelled by the Company without notice including future airtime on orders currently being transmitted.
- d) Accounts payable by an advertising agency recognised by the Company or by any other approved credit customer of the Company shall be paid not later than the fifteenth day of the month following the month of broadcast. In default of such payment the Company shall be entitled to refuse to broadcast the advertisement.

11 Licences, Warranties and Indemnities

The Advertiser warrants and undertakes that:

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

12 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 giving not less than twenty-eight 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 broadcast, but the Advertiser concerned shall (by serving written notice on the Company within ten clear days of receiving notice of such change) be entitled to cancel any order for an advertisement to which the changed rates or terms and conditions would otherwise be applicable

13 Publications and Digital

- a) Errors
In the event of error or omission the Advertiser will be entitled to receive a credit note of such part of the advertisement concerned as is fair and reasonable having regard to the nature of the error. Any claim by the advertiser for such error or omission must be received by the Company within 21 days from the date of the invoice which relates to the disputed invoice,
- b) Proofing
The Company will, where requested, endeavour to provide the Advertiser with a proof of the Advertisement prior to publication. However, the Company does not give any undertaking whatsoever that such proof will be provided. Where time does not permit the issue of proofs the Advertisement will be published with the relevant advertisement content details provided by the Advertiser. Where a booking is made for multiple editions the copy shall be repeated unless instruction is received from the Advertiser to alter copy prior to the copy deadline for the next edition.
- c) Cancellations

The Advertiser may apply to cancel any advertisement provided notice of cancellation is received in writing prior to the advertising sales deadline for a publication. Upon correct cancellation the Advertiser will receive confirmation from the accounts department and only on receipt of this will the advertisement be deemed to have been cancelled. Advertisements booked on a series basis will be subject to a surcharge based on per edition prices if the booking is cancelled before expiry of the series ordered.

d) Layout

The final position of Advertisements is arranged at the Company's sole discretion to optimise page layout and paper usage . The Company does not give any undertaking whatsoever as to the position or page of any Advertisement or that it will appear on any specified edition unless this is specified on the contract.

14 Value Added Tax

All rates exclude VAT, which will be charged at the rate prevailing at the tax point.

15 Entire Agreement

The Contract constitutes the entire agreement between the Company and the Advertiser and supersedes any previous agreement between the parties in relation to the matters to which the Contract relates.

16 Right to transfer the contract

The Company may transfer its rights or obligations under the Contract to any company, firm or person. The Company may only do this if it does not affect the Advertiser's rights under the Contract. The Advertiser may not transfer its rights or obligations under the Contract to any other company, firm or individual without the express written consent of the Company.

17 Law

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English and Welsh law and the parties submit themselves to the exclusive jurisdiction of the Courts in England and Wales.

18 Digital

Separate terms and conditions will apply to the Digital products. These are available on both www.nationbroadcasting.com and the digital activation form.