

EXPRESS FM (PORTSMOUTH) LIMITED: General Terms and Conditions of Contract

1) DEFINITIONS

- a) The expression the Company shall hereinafter mean Express FM (Portsmouth) Ltd and shall include the successors in title and assigns of that company.
- b) The expression the Advertiser, wherever it hereinafter appears, shall mean the person, firm, organisation or company by whom an order for an advertisement booking is placed & shall also mean & include the Advertiser's successors in title & assigns.
- c) The expression advertisement copy shall mean any advertising material intended for broadcast by the Company.
- d) The expression Ofcom shall mean the Office of Communications and shall include any successor body thereto that has regulatory powers over the Company in respect of its broadcasting activities.
- e) The expression the CRCA shall mean the Commercial Radio Companies Association.
- f) The expression working day shall mean any day of the week from Monday to Friday inclusive, except Bank or Public Holidays.

2) ACCEPTANCE OF TERMS & CONDITION

- a) The placing of an order with the Company by the Advertiser will be deemed an acceptance of these terms and conditions by the Advertiser.
- b) No terms and 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 & signed by or on behalf of both the Company & the Advertiser.

3) ACCEPTANCE OF ADVERTISEMENTS

- a) All advertisements will be broadcast subject only to approval of them by the Company and to their compliance with the Broadcasting Acts 1990 and 1996, The Communications Act 2002, The Ofcom Code of Advertising Standards & Practice & the Company's technical requirements and submission procedures.
- b) Advertisement copy must be delivered not less than 3 clear working days before the 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 & the relevant broadcast instructions have been given. If the Advertiser fails to deliver advertisement copy in accordance with the provisions of this paragraph he shall remain liable to pay for the advertisement whether or not it is broadcast.
- d) The Company at any time may without incurring any liability whatsoever to the Advertiser;
 - (i) add to, delete, change or otherwise amend advertisement copy if so required by Ofcom or if in the opinion of the Company the advertisement contains copy unsuitable for broadcast but the Advertiser shall remain liable to pay for any such advertisements.
 - (ii) decline to broadcast any advertisements without giving any reason for so declining but the Advertiser shall not be liable to pay for any such advertisements.
 - (iii) restrict any repeat broadcast of the same advertisements.
- 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 date of broadcast.

4) DATES, TIMES OF BROADCAST

- a) The Company does not guarantee that the scheduled times &/or dates of broadcast will be adhered to but if for any reason whatsoever an advertisement is;
 - (i) not broadcast during the arranged period 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 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 of such a broadcast is not accepted (or is not made) the Advertiser shall have no claim against the Company &/or Ofcom in respect of non-broadcast or for any expense or damage whatsoever incurred as a result thereof & 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 right to be paid by the Advertiser any monies due and owing by the Advertiser to the Company at the time of such determination.

5) CANCELLATION

Subject to the provision of Condition 10, 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

6) MATERIALS & 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 studios or in transit & whether or not such recordings, script or other material are supplied by the Company.

7) ACCOUNTS

a) Payment must be made to the Company in respect of any advertisements intended to be broadcast during any calendar month not later than three clear working days before the scheduled first broadcast date in that month 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) Any account not paid by the due date for payment shall be subject to an immediate surcharge of 10% and a further surcharge of 3% for each month overdue.

8) WARRANTIES & INDEMNITIES

The Advertiser warrants & undertakes that

a) he will be responsible for obtaining & paying for all necessary licences & consents for the broadcast of any copyright material contained in, or the inclusion of any person in, his advertisement.

b) his advertisement copy will not breach the copyright or other rights of, or be defamatory to, any third party.

c) he will indemnify & keep the Company indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands & 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.

9) CHANGE OF RATES & CONDITIONS

a) The Company reserves the right to change its advertisement rates, time segments, classifications & any of these terms and conditions by not less than 28 clear days' notice & in the event of such a change the rates payable & the terms & 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 10 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.

b) The Company may from time to time make special charges &/or conditions for certain types of advertisements or for bookings at certain specified periods.

10) VALUE ADDED TAX

All rates exclude V.A.T. which will be charged at the rates prevailing at the taxpoint.