

# Terms & Conditions of Trade

## General Terms and Conditions of Trade:

We try to keep things as simple as possible. We want to work in partnership with our clients and will always try to come to agreement with regards problems or disputes. However, to protect you and ourselves, the following outlines our organisation's Terms and Conditions of Trade.

### 1. Definitions

- "The Company" means ourselves and includes our successors in title and assigns.
- "The Advertiser" means you, the person, firm or company by whom an order for an advertisement booking is placed with the Company or an order for any other products or services whatsoever from the Company and includes its successors in title and assigns.
- "Advertisement Copy" means any advertising or sponsorship material intended for broadcast, transmission, publication or promotion by the Company.
- "The Authority" means OFCOM or its successors.

### 2. Advertising Agencies and Commissions

- 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 the placing of orders and the approval or amendment of Advertisement Copy.
- In order to offer best value for all our Advertisers, All published rates are exclusive of Advertising Agency commissions which will be added where applicable. Agency commission up to a maximum of 20% is added to charges and is payable to all advertising agencies recognised by the IPA or The Company and will be calculated on the basis of rates applicable less discounts allowed and less surcharges payable under the provisions of condition 4.

### 3. Acceptance of Terms and Conditions

- In placing an order with The Company the Advertiser is deemed to have agreed to these terms and conditions in full and in accepting the order the Company is deemed to have accepted these terms and conditions in full.
- 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. All other terms and conditions, express or implied, are excluded to the fullest extent permitted by law.
- The laws of Northern Ireland shall apply to these terms and conditions and the Northern Ireland courts shall have exclusive jurisdiction.
- The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

### 4. Acceptance of Advertisements

- 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 2003, the Community Radio Order 2004 and the Community Radio Amendment Order 2010 "The Radio Advertising Standards Code", the "Ofcom Broadcasting Code" and technical requirements issued by the Authority and the Company's technical requirements and submission and approval procedures.
- Advertisement Copy must be delivered not less than 7 clear 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 and approval 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 provisions of this paragraph he shall remain liable to pay for the advertisement whether or not it is broadcast.
- The form in which Advertisement Copy must be submitted, the procedure for approval and/or rejection thereof surcharges for late acceptances changes or alternative copy use and like matters shall be dealt with in accordance with the Submission Procedures as shall be advised at the time the order is placed.
- In respect of online advertisements, if an Advertisement links to another site, the Advertiser is responsible for maintaining the link and for the content of the linked site. The Company may remove any Advertisement which contains content or links to a site which, in The Company's opinion, is defamatory or objectionable or will bring The Company into disrepute. The Advertiser will indemnify The Company from and against any claims or liability arising from links contained in an advertisement. Online advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant site or sites of The Company. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any site of The Company or enables the Advertiser or any third party to serve such users with any advertising other than the Advertisement Copy.
- The Company at any time may without incurring any liability whatsoever to the Advertiser:
  - add to, delete, change or otherwise amend advertisement copy if so required by the Authority or if in the opinion of the Company the advertisement contains unsuitable copy but the Advertiser shall remain liable to pay for any such advertisement;
  - 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;
  - restrict any repeat broadcast of the same advertisement.
- 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 broadcast or as per the rates of any special offer discounts that may from time to time be offered and agreed. Any special offer discount that may be applied will be disqualified in the event of non-payment and the Advertiser will become liable for the full rates.

### 5. Dates/Times of Broadcast

- 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
  - 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

The Company will use its reasonable endeavours 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 and or 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 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.

- 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 (a 'Force Majeure' event) 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 and owing by the Advertiser to the Company at the time of such determination.

3. In the event that an advertisement is not broadcast in accordance with the Advertiser's order, due to a Force Majeure event the Company shall not be liable for any loss of income, profits or contract or for any incidental indirect special or consequential loss or damage of any kind resulting from such failure in part or in whole to broadcast.

#### 6. Cancellations

1. 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 clear days before the scheduled broadcast date.
2. If the cancellation is made by the Advertiser less than 28 clear days before schedule broadcast date the campaign will be charged at the rate appropriate to the number of advertisements booked.
3. In the event of cancellation in accordance with these terms the Company shall use reasonable endeavours to remove all Advertisement Copy from the schedules but can not guarantee its removal.
4. The Company reserves the right to cancel any unexecuted part of a booking with immediate effect in the event that the Advertiser makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or a receiver is appointed or the Advertiser goes into liquidation or ceases or resolves to cease to carry on business or the Advertiser (not being a company) becomes bankrupt or dissolved. On cancellation the Company shall be entitled to receive payment for any work done in respect of the booking up to the date of cancellation. In the case where an Advertiser (being a company) has failed to pay their account but have continued to trade and to dispose of assets to the detriment of the Company and its ability to recover monies owed to it, the Company shall be entitled to pursue personally the Directors of the Advertiser under the Companies Acts and will seek disqualification orders against said Directors from holding such positions in other bodies corporate.

#### 7. Material and Property Liability

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

All advertisement produced by or through the Company remain the property of the Company unless otherwise agreed in writing regardless of whether Production Fees have been charged. The charging of Production Fees does not transfer the ownership, title or copyright of adverts to the Advertiser and the subsequent use of any such advert requires the prior consent of the Company.

#### 8. Accounts

1. Where the Company has agreed to provide a credit facility to an Advertiser accounts shall be invoiced at the time of the order and shall be due within 10 days of the invoice date or by any date detailed on the invoice.
2. Other accounts shall be invoiced and payable in advance and in default of such payment the Company shall be entitled to refuse to broadcast the advertisement.
3. The Company shall be entitled to charge interest both before and after judgement at the rate of 1.5% per month from the date payment is due until payment is made and any discounts that had been applied may be withdrawn and the Advertiser shall be pursued at the full Standard Ratecard value.
4. The advertiser shall be liable for all charges, fees and costs incurred by the Company in pursuing an Advertiser for outstanding accounts.
5. VAT is payable where applicable and will be detailed on any invoice or documentation where VAT has been applied.

#### 9. Warranties and Indemnities

The Advertiser warrants and undertakes that:

1. he will be responsible for obtaining and paying for all necessary licences and consents for the broadcast of any advertising copyright material contained or the inclusion of any person in his advertisement.
2. no Advertising Copy shall contain any libellous, slanderous or defamatory statement, or any matter infringing the copyright, trademark, performance, privacy or other rights of third parties or otherwise be in breach of the laws of Northern Ireland.
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.
4. The Buyer warrants that the Advertisement Copy does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the Race Relations Act 1976, the Sex Discrimination Act 1976 (both as amended), the Disability Discrimination Act 1995, the Employment Equality (Age) Regulations 2006 and the Obscene Publications Act and also including any legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.
5. If any Advertisement Copy submitted contains the name, audio or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Advertiser warrants that the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.

#### 10. Publicity and Information

The Advertiser shall only publish any information in connection with any advertisement which has been broadcast or is scheduled for broadcast if the Company has given its prior written consent.

#### 11. Changes in Rates and Conditions

1. The Company reserves the right to change the advertisement rates, time segments, classifications and any of these terms and conditions by not less than 14 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 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.
2. The Company may from time to time make special charges and/or conditions for certain types of advertisements or for bookings at certain specified periods.

#### 12. Data Protection

The Company will use the Advertiser's information (including relevant employee information) for marketing and accounting purposes, primarily to keep the Advertiser informed of its key services and products. The Company may disclose such information to its service providers and agents for these purposes. It may also share such information with any other company within Media Ireland or its business partners. The Company will keep the Advertiser's information for a reasonable period to be able to contact the Advertiser about its services and for accounting. The Company may contact the Advertiser by mail, telephone, fax, SMS or email. If the Advertiser does not wish to receive the Company's communications it must notify the Managing Director at the Company's registered office.

#### 13. Third Party Rights Act

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms.

***The Terms and conditions apply from 1st September 2010 until further notice. Changes will be posted on the website.***