



Trading Terms and Conditions

General Terms and Conditions of Contract:

1. Definitions

1. "The Company" means Covent Garden Radio Limited and includes its successors in title and assigns.
2. "The Advertiser" means the person, firm or company by whom an order for an advertisement booking is placed with the Company and includes its successors in title and assigns.
3. "Advertisement Copy" means any advertising material intended for broadcast by the Company.
4. "The Authority" means OFCOM or its successors.

2. Advertising Agencies and Commissions

1. 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.
2. Agency commission of 15% is payable to all advertising agencies recognised by the IPA and will be calculated on the basis of the rates applicable less discounts allowed and less any surcharge payable under the provisions of condition 4.
3. No agency commission payable by the Company to such an Advertiser shall be paid or allowed to or shared with any client or advertising agency not recognised under Condition 2(b) (or in the case of overseas agency, not recognised by the appropriate media organisation in its own country).

3. Acceptance of Terms and Conditions

1. The placing of any order with the Company by the Advertiser is subject to acceptance of these terms and conditions by the Advertiser.
2. 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.

3. English law shall apply to these terms and conditions and the English courts shall have exclusive jurisdiction.
4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

4. Acceptance of Advertisements

1. 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 and the Communications Act 2003 "The Radio Advertising Standards Code", the "Ofcom Broadcasting Code" and technical requirements issued by the Authority and the Company's technical requirements and submission procedures.
2. 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 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.
3. 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 published by the Company from time to time) prevailing at the date of submission of the Advertisement Copy.
4. 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 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;
 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 broadcast of the same advertisement.
 4. 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.

5. Dates/Times of Broadcast

1. 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
 1. not broadcast during the period arranged; or
 2. not broadcast at all; or
 3. broadcast so that a material part thereof is omitted; or
 4. 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.

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 (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 but may be offset against future campaigns booked within three months of the date of cancellation at the then prevailing rate card.
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 cannot 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.

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.

8. Accounts

1. Where the Company has agreed in writing to provide a credit facility to an Advertiser accounts shall be invoiced at the end of the month of broadcast and shall be due within 15 days of date of invoice.
2. Other accounts shall be invoiced in advance and shall be due the earlier of 15 days of date of invoice or 7 clear days before the scheduled broadcast date 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 4% per annum above the Barclays Bank Base rate from time to time in force from the date payment is due until payment is made.
4. All charges are subject to Value Added Tax.

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 English Law.
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. 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 the Covent Garden Radio group of companies 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.