

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

- (a) The expression "the Company" shall hereinafter mean Original Aberdeen FM Limited and shall include the successors in the title and assigns of that company.
- (b) The expression "the Advertiser", wherever it hereinafter appears, shall mean the person, firm or company by whom an order for an advertisement, promotion, sponsorship or commercial production 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 "working day" shall mean any day of the week from Monday to Friday inclusive except any Bank or Public Holiday.
- (e) The expression "the Authority" shall mean the Radio Authority or its successors.
- (f) The expression "Service", wherever it hereinafter appears, shall mean the provision of any airtime advertisements, sponsorship, promotions and commercial production.

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 the 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.
- b) Agency commission of 15% is payable to all advertising agencies recognized by the CRCA and will be calculated on the basis of the rates applicable less discounts allowed and less surcharge payable under the provisions of condition 8.
- c) No agency commission payable by the Company to such an Advertiser shall be paid or allowed to or shared with any client or any advertising agency not recognized under Condition 2(b) (or, in the case of an overseas agency, not recognized by the appropriate media organization in its own country).

3. ACCEPTANCE OF TERMS AND CONDITIONS

- 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 and signed by or on behalf of both the Company and the Advertiser.

4. ACCEPTANCE OF ADVERTISEMENTS

- a) All advertisements will be broadcast subject only to the approval of them by the Company and to their compliance with the Broadcasting Act 1990, the Radio Authority's Code of Advertising Standards and Practice and the Company's technical requirements and submission procedures.
- b) Advertisement copy must be delivered not less than 3 clear working 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 provision of this paragraph he shall be subject to surcharge of £25 and remain liable to pay for the advertisement whether or not it is broadcast.
- c) The term in which advertisement copy must be submitted, the procedure for the approval and/or rejection thereof, surcharges for late acceptance, 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.
- d) The company may at any time and without incurring any liability whatsoever to the Advertiser.
 - (i) 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 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 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 date of 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:
 - (i) not broadcast during the period arranged or
 - (ii) not broadcast at all or
 - (iii) broadcast so that a material thereof is omitted or
 - (iv) broadcast containing a material error made by the company, the Company will endeavor 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 the respect of the 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.

- b) If, as a result of transmission failure, an advertisement is broadcast on one frequency only although it may be normal practice of the Company to broadcast on two or more frequencies then the Company shall compensate the Advertiser in such manner, as the Company shall deem reasonable.
- c) 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, not withstanding anything hereinbefore 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.

6. CANCELLATIONS

- a) Subject to the provisions 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 shall be charged at the rate appropriate to the number of advertisements actually broadcast before such a cancellation becomes effective. In addition, the Company reserves right not to broadcast orders placed by an Advertiser whose account is overdue.
- b) Cancellations made by the advertiser must be done so in writing and should be delivered to the company through the postal system via recorded delivery. In the interests of both parties this will be the only acceptable method of communication for any cancellation and no other forms of communication will be accepted.

7. MATERIAL AND 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 the studios or in transit and whether or not such recordings, scripts or other materials are supplied by the Company.

8. ACCOUNTS

- a) Accounts payable by an advertising agency recognized by the Company, or any other approved credit customer of the Company shall be paid within 30 days of the date of invoice. Any accounts not paid by the due date shall be subject to a 3% surcharge for each month (and pro rata for part months) overdue.
- b) The existence of a query of any individual item in an account shall not affect the due date of payment of the balance of the account.
- c) Subject to the provisions of condition 8 (d) all other accounts shall normally be paid not later than 15 days following the month of Service and in default of such payment the company shall be entitled to refuse the provision of any future services.
- d) In the event of a new Advertiser the Company shall collect payment no later than 7 clear working days before the commencement of service, and in default of such payment the Company shall be entitled to refuse the provision of any future services.
- e) The company will levy a late payment charge of £50 on unsettled or over due accounts which remain unpaid beyond 30 days and an additional £50 for every 30 days thereafter. In the event of our fee for the services provided in terms of this Contract, V.A.T thereon and/or outlays incurred on your behalf in connection therewith not being settled within our standard settlement terms, we reserve the right:-
- f) To instruct Solicitors, Debt Collection Agents or other third parties to endeavour to collect said fees, V.A.T. and outlays for us. If it is a specific condition of our accepting instructions from you that in the event of said Solicitors, Debt Collection Agents or third parties being instructed by us, you will be liable to reimburse us for the whole fees and other costs charged by them to us and thereby incurred in that connection; and
- g) To exercise our statutory right under the Late Payment of Commercial Debts (Interest) Act, 2008 as amended by the Late Payment of Commercial Debts Regulations, 2002 and any subsequent legislation to claim interest and compensation for debt recovery costs under such legislation.

Your signature hereto is an acknowledgment of agreement to such conditions.

9. WARRANTIES AND INDEMNITIES

The Advertiser warrants and undertake that:

- a) he will be responsible for obtaining and paying for all necessary licenses and consents for the broadcast of any advertising copyright material contained in, or the inclusion of any persons in his advertisement.
- b) No advertisement copy will breach the copyright or other right 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, claim, demand 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. CHANGES OF RATES AND CONDITIONS

- a) The Company reserves the right to change the advertisement rates, times segments, classifications, and any of these terms and conditions by not less than 28 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 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 and/or conditions for certain types of advertisements or for bookings at certain specified periods.