

Radio Advertising Terms and Conditions

INTERPRETATION

1. In these terms,

1.1 an 'Advertisement' means the advertisement, including any promotion, sponsorship, tagline or microsite:

(a) to be broadcast on a single occasion or in a series by the Company on its radio stations; or

(b) for publication on any of the websites owned or operated by the Company;

and specified on the Advertisement Confirmation Order.

1.2 the 'Advertisement Confirmation Order' means the written confirmation provided by the Company to the Buyer confirming details of the Buyer's order;

1.3 the 'Company' means SERENITY RADIO (Company No. 12558181) whose registered office is at International House, Cromwell Road, London, SW7 4EF or any affiliate or subsidiary of Serenity Radio, as appropriate;

1.4 the 'Buyer' means the person placing the order for an advertisement campaign with the Company, whether such person be the advertiser of the product or service promoted (the 'Advertiser'), or the Advertiser's advertising agency or media buyer;

1.5 the 'Campaign' means the promotional campaign detailed in the Advertisement Confirmation Order;

1.6 the 'Campaign Start Date' means the start date of the Campaign detailed in the Advertisement Confirmation of Order;

1.7 'Intellectual Property' means any and all patents, trade marks, service marks, designs, utility models, unregistered trade marks, business or trade names, copyright, design-rights, know-how and all other similar rights of a corresponding nature;

1.8 'Material' means the material, content, notes and instructions provided by the Buyer for use in the Advertisements;

1.9 'Material Deadline' means:

- if the Buyer is providing their own material for an Advertisement, at least 3 whole working days before the Campaign Start Date; or
- if the Company is writing and producing the material for an Advertisement, at least 14 working days before the Campaign Start Date.

1.10 The 'Rate Card' means the Company's rate card in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, cancellation deadlines, and standard conditions; and

1.2 These terms and conditions, together with the Sponsorship/Advertisement Confirmation of Order and the Rate Card (the "Agreement") governs the terms on which the Buyer and the Company have agreed to display and broadcast Advertisements on the Company's radio stations and/or websites.

TERM

2. This Agreement commences on the date the Buyer signs the Sponsorship/Advertisement Confirmation of Order and shall continue until the final Advertisement in the Campaign has been broadcast or is taken down from the Company's website (whichever is later) (the "Term").



THE CAMPAIGN

3. The Company shall arrange for Advertisements for the Campaign to be broadcast, published or otherwise communicated to the public as provided for in the Advertisement Confirmation Order. In addition, but only if detailed in the Advertisement Confirmation Order, the Company shall develop, prepare and create the Advertisements for the Campaign.
4. The parties shall cooperate in good faith to ensure the Campaign is developed and delivered in accordance with the specifications and deadlines set out in the Advertisement Confirmation Order.
5. To the extent that the Company is responsible for the development, design and creation of Advertisements:
 - a. the Company and the Buyer shall liaise in good faith to determine the concept and relevant details of each Promotion prior to the Campaign Start Date;
 - b. the Buyer shall provide the Company all Material necessary for the Company to develop the Advertisement (in the format and style agreed with the Company in advance) by the Material Deadline or other agreed delivery date. The Buyer acknowledges that any delay in providing the same will cause delay in the development and/or distribution of the Advertisements. The Company shall not be liable for any delay caused by the Buyer whatsoever;
 - c. the Company shall consult with the Buyer during the development process and submit the Advertisement material/copy to the Buyer for final approval (such approval not to be unreasonably withheld or delayed) prior to broadcast or publication of the same.

The Buyer shall communicate its approval of the Advertisement material/copy as soon as possible thereafter and in no more than 7 days. If the Buyer fails to provide its comments or approval within 7 days, such non-communication shall be deemed as acceptance. Any delay in providing such approval may cause delay in the Campaign Start Date or such other agreed time for publication or broadcast of the Advertisement.

PARTIES' OBLIGATIONS

6. The Company represents and warrants that it is entitled to enter into this Agreement and to perform the obligations as set out in it.
7. The Buyer represents, warrants and undertakes that:
 - a. it is entitled to enter into this Agreement and to grant the rights to the Company as specified in this Agreement;
 - b. in relation to each Advertisement, the Buyer contracts with the Company as a principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity;
 - c. it will give the Company written notice of any change of its name, trading style, identity or trading premises immediately (and in no more than 5 working days of such change);
 - d. all Material (including all consignment notes, rotation details and Radiocentre approvals) will be delivered to the Company within the specified Material Deadline (or as otherwise agreed in writing) in the format or medium notified to the Buyer by the Company in writing;
 - e. it has obtained clearance and shall be responsible for all costs, royalties and expenses related to all third party rights necessary for the exploitation of any Material it has provided to the Company for the purposes of the Campaign;
 - f. any information supplied in connection with or within the Advertisement or Material is accurate, complete and true;
 - g. in respect of any Material submitted for broadcast or publication (whether on the Internet or on the radio) which contains the name or voice or contributions made by any living person, the Buyer or the Advertiser has obtained the authority of such living person to make use of such name or voice or contributions;



h. in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or its contents have been approved by, an authorised person within the meaning of that Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001, or under any other legislation subordinate to the Act;

i. the Advertisement and / or Material complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities such as Ofcom and the law of the European Union) for the time being in force or applicable in the United Kingdom;

j. if the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to enter into this Agreement and to place the Advertisement with the Company;

k. the Advertisement and / or Material is legal, decent, honest, accurate, complete and truthful and complies with the British Code of Advertising, Sales Promotion and Direct Marketing, the BCAP Code, the Radiocentre Radio Copy Guidelines and all other relevant codes under the general supervision of the Advertising Standards Authority;

l. the exercise by the Company of the rights granted to it under this Agreement will not violate or infringe upon any rights of any third parties including (without limitation), any trade mark, trade name, copyright, patent, right of privacy, moral rights or constitute a libel or slander; and

m. in connection with this Agreement, it shall comply with all applicable laws, rules, regulations, decrees and/or official government orders including those relating to data protection, anti-bribery, anti-corruption and anti-money laundering.

8. The Company may, in its sole discretion, (i) refuse to broadcast or publish an Advertisement or any Material, (ii) require the Advertisement or Material to be amended (or it may refuse or require amendment to a future broadcast of the Advertisement if the broadcast has already commenced), and/or (iii) require that an Advertisement is removed from one or more of the Company's websites within 24 hours, so as:

a. to comply with any legal or moral obligations placed on the Company, the Buyer or the Advertiser;

b. to avoid infringing a third party's rights, the British Code of Advertising, the BCAP Code, the Radiocentre Radio Copy Guidelines, any other codes published by the Advertising Standards Authority, the production and quality specifications stipulated or referred to in the Rate Card, or any other relevant laws or regulation;

c. to avoid / remedy the potential risk of bringing the Company into disrepute or harming the Company's reputation; or

d. to avoid the breach of the Company's editorial or internal policies.

9. The Company reserves the right (during the Term) to broadcast or publish (whether on one of its websites or via one of its radio stations) any Material previously supplied by the Buyer.

10. The rejection of any Advertisement or Material by the Company pursuant to the provisions of clauses 8 or 9 shall not incur the Company any liability howsoever arising whether to the Buyer or any third party.

11. The Company will use reasonable efforts to comply with the wishes of the Buyer and commits to providing the number of radio spots detailed in the Advertising Confirmation Order, it does not warrant that the time, date or the quality of the Advertisement will be exactly as requested by the Buyer or as set out in the Advertisement Confirmation Order.

12. The Company will not be liable for any loss of materials (including the Materials) in relation to the Advertisement, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.

13. The Company shall have the right to change its scale of Advertisement rates at any time provided it provides the buyer with reasonable written notice.



CANCELLATION

14. If the Company receives written notification of the Buyer's wish to cancel the Campaign or a the broadcasting of a particular Advertisement, by recorded delivery at least 21 working days prior to the Campaign Start Date (or the date the relevant Advertisement is due to be broadcast), the Buyer will only be liable to pay the cost of any commercial production which the Company has undertaken prior to cancellation. The relevant cost of such commercial production shall be determined at the Company's sole discretion and shall be notified to the Buyer, in writing, following cancellation. Any cancellation which is less than 21 working days before the Campaign Start Date, regardless of when the Campaign was booked, shall not (even if followed by the Company) affect the Buyer's liability for payment for the Advertisement in accordance with clause 16.

15. The Company reserves its rights to withdraw, or adjust at its discretion, any discount given to the Buyer for a Campaign if it is not completed because of any stop order or cancellation by the Buyer or by the Company.

CHARGES AND PAYMENT

16. The price payable to the Company for the Campaign shall be the price specified in the signed Advertisement Confirmation Order and/ or in accordance with the Rate Card. Payment for the Campaign shall be invoiced by the Company on the date of the Advertisement Confirmation Order and is due in cleared funds before the Campaign Start Date, unless the Company has agreed with the Buyer in writing to allow it credit, in which case payment shall be due within 30 days of the date of the Company's invoice.

17. Payment must be made to the Company by:

- a. cheque delivered (with receipt acknowledged) to the Company's principal place of business (or to another premises as the Company may specify in writing); or
- b. BACS or other electronic transfer to the Company's bank account, as detailed on the Company's invoice.

18. All rates and charges payable under this Agreement are exclusive of Value Added Tax which shall be payable in addition at the rate from time to time in force.

19. Time of payment shall be of the essence of the Agreement.

INTELLECTUAL PROPERTY

20. All Intellectual Property (including any advertising material originated or developed by the Company under this Agreement) which is owned or licensed by the Company will at all times remain the Company's property and nothing in this Agreement shall be deemed or construed as an assignment by the Company to the Buyer or the Advertiser of any Intellectual Property rights owned by the Company and all rights arising or generated by any such Intellectual Property will accrue to and inure to the benefit of the Company. The Buyer must obtain the Company's written consent to use any of its Intellectual Property in the future and the Company reserves the right to charge the Buyer for such use.

21. The Advertiser and/or Buyer hereby grant to the Company a limited, non-exclusive, royalty-free licence to use and reproduce the Advertiser's Intellectual Property for the purposes of uploading and displaying any Advertisements provided by the Advertiser onto the Company's websites and/or (if the Company is developing the Advertisement) for the purposes of developing such Advertisement on the Company's websites, or for any other purpose in connection with the fulfillment of the Company's obligations under this Agreement.

22. All Intellectual Property belonging to the Advertiser shall at all times remain vested in the Advertiser and nothing in this Agreement shall be construed as an assignment by the Advertiser of any Intellectual Property rights owned by the Advertiser and all goodwill and rights arising in or generated by any such intellectual property will accrue to and inure to the benefit of the Advertiser.



LIMITATION OF LIABILITY

23. This section sets out the entire liability of a party to the other and, except as provided in this section, all other liability is excluded.

24. It is the responsibility of the Buyer to check the correctness of each Advertisement (and any repeats). The Company will not be responsible for any errors (or the repetition of an error in an Advertisement ordered for more than one radio broadcast or website publication) in Advertisements approved by the Buyer unless it is notified immediately and in writing when the error occurs and the Company fails to remove the Advertisement from its website or continues to repeat the Advertisement in its radio broadcasts. If the error was caused by the Company then the Company's liability shall be limited at its discretion to either:

- a. crediting the Buyer a proportion of the total charge for the Advertisement calculated on a pro-rata basis for the one broadcast containing the error or for the number of days in which the Advertisement was live on the Company's website(s); or
- b. broadcasting a corrected Advertisement or correcting the Advertisement on the Company's website without charge.

25. Subject to condition 22, any complaint, claim or query (whether in relation to the Advertisement or the invoice) must be raised with the Company in writing within 10 days following (as the case may be):

- a. the broadcast of the Advertisement;
- b. the date on which it is claimed the Advertisement should have been transmitted;
- c. the date on which the Advertisement should or has been live on the Company's website(s); or
- d. the date of receipt by the Buyer of the invoice giving rise to the complaint, claim or query.

Such complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Company's charges for that and all other advertisements.

26. The Company shall not be liable to the Buyer for the failure, corruption, interruption, downtime, virus or malfunction of any radio station or website specified in the Advertisement Confirmation Order or for any delay in the broadcast of the Advertisement.

27. Notwithstanding any other conditions in this Agreement, if the Company requests the Buyer to amend any Material then the Buyer shall provide to the Company such amended Material within 7 days (or such other reduced timeframe to ensure that all Material is received 3 days before the Campaign Start Date).

28. The Company will not be liable to the Buyer if the success of the Advertisement is less than anticipated.

29. The Buyer will indemnify the Company and shall keep it fully and effectively indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these conditions or implied by law. If the Buyer is an agent for the Advertiser, the Buyer shall indemnify the Company against any claim made by the Advertiser against the Company.

30. Nothing in this Agreement limits or excludes the liability of a party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.

31. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.



32. Without prejudice to clauses 12, 24, 26 and 28 above the Company shall not be liable for:

- a. loss of profits, business, goodwill and/or similar losses or loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- 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 this Agreement shall be limited to the price paid for the Advertisement concerned.

TERMINATION

33. The Company may terminate this Agreement at any time and without reason by serving 28 Days written notice to the Buyer.

34. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, if a party:

- a. commits a material breach of this Agreement which is not capable of remedy or, if capable of being remedied, is not remedied within 15 days after the non-breaching party has given written notification to the other giving details of the breach and requiring its remedy;
- b. suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- c. commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the company with one or more other companies or the solvent reconstruction of that party; or
- d. files a petition, gives a notice, passes a resolution, or makes an order, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or for solvent reconstruction; or
- e. makes an application to court or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the party; or
- f. has a person who has become entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or
- g. (if the party is an individual), is the subject of a bankruptcy petition or order; or
- h. has a creditor who attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- i. any event occurs, in any jurisdiction, to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause; or
- j. suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- k. (if the party is an individual), dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or



L. has a change of control or ownership;

(i). in the case of the Buyer, the Company shall be entitled:

to suspend the Advertisement from broadcast or to remove the Advertisement from any of its websites until the breach is remedied; or to terminate this Agreement without liability to the Buyer immediately by giving written notice to the Buyer (without prejudice to any remedy available to the Company for any antecedent breach); and

in any such event, any balance of the price which is outstanding shall become due and payable by the Buyer immediately;

(ii). in the case of the Company, the Buyer may terminate this Agreement without liability to the Company immediately by giving written notice to the Company.

35. In the event of expiration or termination of this Agreement, all rights and obligations of the parties and the licences granted herein shall cease to have effect and the Company shall no longer be permitted to use the Advertiser's Intellectual Property.

36. In addition to the provisions above, the Company shall also be entitled to:

- charge a £25 administration charge if any cheque drawn in its favour by the Buyer in purported satisfaction of any unpaid invoice is dishonored on presentation; and
- charge interest on any outstanding payments at the rate of 4% per annum above the base rate of Barclays Bank plc accruing from and including the date that payment fell due until and including the date of actual payment, both before and after judgment; and/or
- instruct a debt collection agency to recover any sum due and in that case all charges incurred by the Company as a result of such instruction shall be payable by the Buyer in any event;

All additional charges are payable within 7 days following delivery of the Company's invoice.

DATA PROTECTION

37. The Buyer acknowledges and consents to details of the Buyer's name, address, payment record and if the Buyer is an individual to personal data (as defined under the Data Protection Act 2018) being processed by the Company and submitted to a credit reference agency (details of which shall be available upon request) for the purposes of obtaining a credit report. If Buyers are partners in a partnership or individuals trading as an unincorporated business, this clause applies to the partners in such partnership and the proprietors of such unincorporated business.

38. Any personal data transferred to or collected by the Buyer shall be the Company's exclusive property and the Buyer warrants that:

- a. no personal data shall be disclosed to third parties (save to employees or to the extent required by law); and
- b. no personal data shall be transferred outside the European Economic Area without the Company's prior written consent.

39. The parties warrant that they shall use reasonable commercial endeavours to ensure that they comply with all relevant legislation governing the processing and transfer of personal data at all times.

CONFIDENTIAL INFORMATION

40. The terms of this Agreement (but not its existence) and any other information notified by one party to the other shall be kept strictly confidential at all times unless required by law, court order of a competent jurisdiction, in which event the disclosing party shall notify the other party shall notify the other party as promptly as possible (and, if at all possible, prior to the making of any such disclosure) and shall use its reasonable commercial endeavours to ensure that such information continues to be treated as confidential. Notwithstanding the foregoing, the parties shall be entitled to disclose any such confidential information on a "need-to-know" basis under the same obligations of confidentiality as in this Agreement, to its professional advisors, employees, officers, contractors, agents and affiliated companies.



SPONSORSHIP AGREEMENTS

41. Only where the Advertisement relates to sponsorship:

- a. the Company reserves the right to cancel the sponsorship at any time with no liability to the Buyer;
- b. the Buyer must give the Company 3 months written notice, to be sent by recorded delivery, to cancel the sponsorship, during which time it will continue to pay the Company in accordance with condition 12; and
- c. the Company reserves the right to alter the programming schedule over holiday periods, which may affect sponsorship credits. In such cases, the Company will endeavour to give the Buyer prior notice.

GENERAL

42. The placing of an order for the broadcast of an Advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Buyer shall be void insofar as they are inconsistent with these conditions or the Rate Card or the Advertisement Confirmation Order.

43. No waiver or indulgence by the Company shall be effective save in relation to the matter in respect of which it was specifically given.

44. These conditions shall apply to each Agreement for the broadcast of an Advertisement together with such additional conditions (if any) as may be set out in the Company's Rate Card and an Advertisement Confirmation Order.

45. The Buyer may not assign this Agreement in whole or in part.

46. These terms and conditions together with the Rate Card and an Advertisement Confirmation Order constitute the whole agreement between the Company and the Buyer and supersedes all previous agreements relating to its subject matter and the Buyer acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms and conditions, the Rate Card and an Advertisement Confirmation Order. If there is any conflict between these terms and conditions, the Rate Card and the Advertisement Confirmation Order, the Advertisement Confirmation Order shall prevail.

47. A person who is not a party to this Agreement shall have no rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise.

48. This Agreement which incorporates these conditions shall be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.

