

General Terms & Conditions of Business**1. Definitions**

- (a) 'The Company' shall mean 'Central FM Ltd' and its successors and assigns.
- (b) 'The Advertiser' shall mean the person, firm or company by whom an order for an advertisement booking is placed including any Advertising Agency acting on behalf of such person, firm or company and shall so mean and include the Advertiser's successors in title and assigns.
- (c) 'Advertisement Copy' shall mean any advertising material, including sponsorship, intended for transmission by the Company.
- (d) 'Advertising Agency' or 'Agency' shall mean a person, firm or company carrying on the business of selecting and purchasing advertising time for persons wishing to advertise.
- (e) 'Advertisement' shall mean advertising material broadcast by the Company.
- (f) 'OFCOM' shall mean the Office of Communications.
- (g) 'Working Day' shall mean Monday - Friday inclusive each week except any Bank Holiday or Public Holiday. Expressions denoting the singular shall be deemed to include the plural and vice versa.

2. Advertisement 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 of/ or amendment to the advertising copy.
- (b) The Company will consider applications for commission from Advertising Agencies, and commission will be granted at the absolute discretion of the Company. Commission granted will be at a rate of up to 15% of the value of the airtime booked exclusive of VAT and may be allowed by deduction from sums payable by the Advertising Agency to the Company.
- (c) No commission shall be payable on any cancellation fees or surcharges paid under the provisions of subparagraphs 6b) and 8c) respectively.

3. Acceptances of Terms and Conditions

- (a) By placing an order with the Company, and in consideration for the Company agreeing (subject to the Terms and Conditions) to transmit the Advertiser's/Agency's Advertisement, the Advertiser/Agency and the Company agree to be bound by these Terms and Conditions.
- (b) No terms and conditions other than those set forth herein or any variation thereof under paragraph 10 shall be binding on the Company or the Advertiser/Agency unless agreed in writing and signed on behalf of both the Company and the Advertiser/Agency.

4. Acceptance of Advertisements

- (a) Advertisements will only be transmitted if they are approved by the Company, satisfy its technical requirements, comply with the Broadcasting Act 1990 (and any amending or superseding enactment), the Code of Advertising Standards and Practice and Programme Sponsorship Issued by OFCOM, and any and all laws and codes as applicable from time to time.
- (b) Advertisement Copy, excluding sponsorship material, must be submitted for advance clearance to an organisation or person approved by OFCOM, eg the Radio Advertising Clearance Centre before submission to the Company. Sponsorship material must be agreed in advance by the Company before submission of Advertisement Copy including such material.
- (c) Advance approval of Advertisement Copy shall not in any way prejudice the Company's right to reject Advertisements as provided below.
- (d) Advertisement Copy must be delivered to the Company not less than five clear Working Days before the date of the intended transmission. In exceptional cases the Company will endeavour to accept Advertisement Copy delivered less than five Working Days before the date of transmission. In such cases the Company is not obliged to notify the Advertiser/Agency if it decides that the Advertisement Copy is unsuitable and in that case, the Advertiser/Agency shall at the discretion of the Company be liable to pay in full for the advertising time booked whether or not any advertisement is in fact transmitted. Advertisement Copy or changes in transmission instructions submitted and accepted at the absolute discretion of the Company less than three clear Working Days before the intended transmission date shall at the discretion of the Company be subject to a surcharge of £50.00 per Advertisement Copy.
- (e) If the Company in its sole discretion decides that the Advertisement Copy is not acceptable in any respect the Company shall notify the Advertiser/Agency who must supply alternative copy as soon as possible and in any case not less than five clear Working Days prior to the intended transmission date. Alternative copy if accepted at shorter notice shall be at the discretion of the Company and be subject to a surcharge of £50.00 per Advertisement Copy. Should alternative copy not be supplied or not accepted within five Working Days prior to the intended transmission date, the Company shall be entitled to be paid by the Advertiser/Agency in full for the advertising time booked. In addition the Company at its discretion can repeat Advertisement Copy previously submitted by the Advertiser/Agency and transmitted or deem the Advertiser/Agency to have requested the Company to cancel the booking and charge the appropriate cancellation fee as set out in paragraph 6.
- (f) The provisions of subparagraphs d) and e) above shall be without prejudice to any special arrangements for bookings made at shorter notice.
- (g) The Company shall not be held responsible for any additions to, changes in, or deletions from any advertisement by OFCOM, or for the withholding or withdrawal of approval of any advertisement by OFCOM, or for any costs or consequential loss resulting from any such action of OFCOM.
- (h) Notwithstanding the provisions of subparagraphs d) and e) the Company reserves the right, in its absolute discretion and without incurring any further liability, to decline to transmit any Advertisement without giving any reason in writing for so declining but the Advertiser/Agency shall not be liable to pay for any Advertisement which the Company declines to transmit.
- (i) Notwithstanding the provisions of any of the subparagraphs of this paragraph 4, the Company reserves the right in its absolute discretion to add to, delete or otherwise change the Advertisement Copy or to do any act or thing in respect of the transmission of any Advertisement or part thereof which is found to contain unsuitable Advertisement Copy and the Company shall not thereby incur any liability to the Advertiser/Agency who shall have no claim whatsoever for damages or otherwise in respect of such advertisement but the Advertiser/Agency shall remain liable to the Company for the charges payable for such Advertisements.
- (j) The Company reserves the right to restrict or refuse any repeat transmission of the same advertisement.
- (k) Subject to the provisions of paragraph 10, all bookings are accepted on the understanding that they will be paid for at the rates in force at the date of transmission.
- (l) The Company reserves the right at its absolute discretion to refuse Advertisements advertising more than one product.
- (m) The Company will use its best endeavours to adhere to advertisement rotation instructions but shall not be liable for any failure to comply with those instructions.

5. Dates/Time of Transmission

- (a) The Company does not guarantee that the scheduled times and/or dates of transmission will be adhered to, but if for any reason whatsoever any advertisement is:

- (i) not transmitted during the period arranged (subject to paragraph 5b);
- (ii) not transmitted at all; or
- (iii) transmitted so that material part thereof is omitted; or
- (iv) transmitted containing a material error made by the Company,

- the Company will reinstate the broadcast at the earliest possible moment on condition that the Advertiser/Agency shall have no claim against the Company and/or OFCOM in respect of non-broadcast or for any expense or damage whatsoever incurred as a result thereof. The Company shall not be entitled to make additional charge to the Advertiser/Agency but shall be entitled to be paid by the Advertiser/Agency any agreed fees and such expenses that the Company has incurred in respect of any facilities arranged or provided.
- (b) Advertisements transmitted within ten minutes of the segment booked may in circumstances which in the Company's opinion are exceptional, be treated as having been broadcast within the segment.
 - (c) In the event of the Company's activities being restricted, curtailed or prevented by any law or any other act 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/Agency any monies due or owing by the Advertiser/Agency to the Company at the time of such determination.
 - (d) If for whatever reason the Company fails to broadcast an Advertisement on one or more frequencies then the Company shall compensate the Advertiser/Agency in such a manner as the Company deems reasonable.

6. Cancellations

- (a) Subject to the provisions of Paragraph 10, any booking may be cancelled by either side without incurring liability provided that the notice in writing is received by the Company or the Advertiser/Agency as the case may be, not less than 28 days before the scheduled transmission 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 and 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 interest 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. Materials and Property Liability

While every care will be taken in respect of recordings, scripts or other material, the Company will not be liable for any loss or damage thereof or for any delay thereof in any circumstances.

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 the invoice.
- (b) The Company shall consider applications for credit from an Advertiser/Agency who, in the opinion of the Company, are creditworthy and will be granted at the absolute discretion of the Company.
- (c) Subject to the provision 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 will 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 provision of any future services.
- (e) In the event of any Advertiser / Agency not paying an account by the due date, the Company reserves the right without prejudice to all its other rights not to accept further bookings from the Advertiser/Agency.
- (f) The Company reserves the right to exercise our statutory right to claim interest and compensation for debt recovery costs under the current late payment legislation if we are not paid according to our terms and conditions. Interest will be charged at a rate of 8% above the Bank of England Base Rate and Late Payment Compensation will be charged as detailed in the legislation at £40 for unpaid debt up to £999.99, £70 for unpaid debt up to £999.99 and £100 for unpaid debt £10,000 and over.
- (g) In addition to these rights the Company also reserves the right to instruct a solicitor, debt collection agent or other third parties to endeavour to collect unpaid debts, the Company reserves the right to recover any third party costs incurred in the recovery of said debt.
- (h) The existence of a query on an individual item in an account will only affect the due date of payment of that individual item.
- (i) All payments of accounts for advertising time placed with the Company shall be made in full and shall not be open to the Advertiser/Agency to claim any rights of set off or to make any counterclaim in any proceedings brought by the Company in respect thereof.
- (j) The Rates quoted in the Company's rate cards are exclusive of VAT and will be subject to VAT at the appropriate rate at the date of transmission.

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

Signed _____

9. Warranties and Indemnity

The Advertiser/Agency warrants and undertakes that:

- (a) it will be responsible for obtaining and paying for all necessary licences and consents for the transmission of any advertising of copyright material contained or the appearance of any person in their advertisement;
- (b) no advertisement copy will breach the copyright or other rights of or be defamatory of any third party;
- (c) they 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 in the form submitted or prescribed of any Advertisement Copy or matter supplied by or transmitted for the Advertiser/Agency.

10. Changes to Rates and Conditions

- (a) The Company reserves the right to change the advertisement rates, time segments, classifications and any of these Terms and Conditions by giving not less than fourteen clear days notice in writing and in the event of such a change of rates payable and terms and conditions applicable shall be those in force at the time of transmission, but the Advertiser/Agency concerned shall (by serving written notice on the Company within ten clear Working Days of receiving notice of such change) be entitled to cancel any order for an advertisement to which changed rates or terms and conditions would otherwise be applicable, without liability to pay any cancellation fee which would otherwise be payable under paragraph 6b).
- (b) The Company may from time to time make special changes and/or conditions for specified types of Advertisement or for bookings at certain specified periods.

11. Contractual Obligations

All notices under this contract shall be in writing and may be served on the party on whom it is to be served by sending the same by recorded delivery to the last known address or place of business of the party to be served.

ORDER NO. 57499