

Radio Rewind - Advertising Terms & Conditions

Updated: 15/08/2020 - Visit radiorewind.uk/advertising-tc for the latest copy.

1. Acceptance of Advertisements

1.1 These Terms and Conditions (the "**Conditions**") apply to all Advertisements submitted to Radio Net Media LTD & Random Radio Company and their associated companies (together the "**Publisher**") for print or web publication in accordance with the Publisher's advertisement confirmation order ("**Advertisement Confirmation Order**").

1.2 "Advertisement" means any promotional material provided by or on behalf of the Advertiser (which includes, without limitation, microsites).

1.3 The "**Buyer**" is the person placing the order with the Publisher for the publication of the Advertisement who agrees to be bound by these Conditions.

1.4 All Advertisements will be paid for at the Publisher's standard rate card from time to time in force (which is subject to change in accordance with Condition 7.4 below). All Advertisements are accepted on the condition that the price binds the Publisher only in respect of the next issue or feature published.

1.5 The Buyer must deliver to the Publisher all copy for the Advertisement in accordance with the Publisher's technical specification and no later than the following dates: 21 days before the "on sale" date in respect of monthly and fortnightly print publications; 7 days before the "on sale" date in respect of weekly print publications; in respect of the draft copy of Advertisements for the web, 14 days before the publication date on the relevant website; and in respect of the final copy of Advertisements for the web, 4 days before the publication date on the relevant website (the "**Copy Deadline**").

1.6 The Buyer acknowledges and agrees that its obligation to pay for any Advertisement with effect from the date of first scheduled publication shall not be affected where, due to its failure to meet any Copy Deadline, the actual first date of publication is later.

2. The Buyer agrees that:

2.1 the Buyer contracts with the Publisher as principal notwithstanding that the Buyer may be acting for an advertiser;

2.2 where the Buyer is an agency, the Buyer warrants that it is authorised to place the Advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made against the Publisher arising from its publication;

2.3 in the case of the Buyer changing any details in its application form for an account with the Publisher ("**Account Application Form**") the Buyer will give written notice to the Publisher within 5 working days (which means 9am to 5pm any day Monday to Friday inclusive other than Christmas Day, Good Friday, bank and other public holidays) and complete a further Account Application Form with the new details;

2.4 if requested by the Publisher, the Buyer will arrange an undertaking accepting all liability for orders placed by mail order ("**Mail Order Advertiser's Undertaking**") to be executed by all persons whom the publisher requires;

2.5 all copyright material contained in any Advertisement is cleared and paid for;

- 2.6** no Advertisement infringes any intellectual property rights or other rights, or is defamatory or indecent;
- 2.7** it has obtained all usage rights for all names and images in the Advertisements;
- 2.8** all approvals and consents in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000) have been obtained;
- 2.9** the Advertisement complies with all Applicable Law (which means all UK and international laws and regulations and all applicable industry standards, including those of Ofcom and the ASA);
- 2.10** the Publisher shall not be liable for the loss of any Advertisement copy;
- 2.11** any information contained in the Advertisement is accurate, complete and true;
- 2.12** in respect of Advertisements for the web, the Publisher's campaign report in respect of any Advertisement or campaign of advertisements ("**Campaign Report**") is final and is the sole campaign report which will be used in the assessment or validation of any Advertisement or campaign of Advertisements. If the performance of any Advertisement campaign falls below the expected cost per milli-thousand ("**CPM**"), the Publisher in its absolute discretion can choose to either extend the period of the Advertisement campaign or charge the Buyer for the Advertisement on a pro-rata basis;
- 2.13** in respect of loose and bound inserts, unless otherwise instructed by the Buyer, the Publisher may after 14 days of publication destroy any inserts which for any reason have not been inserted. In such circumstances, the Publisher will notify the Buyer that it has destroyed its inserts and the Buyer will be liable for the cost of publishing such inserts (notwithstanding their non-inclusion within the publication) unless either (a) the printer has failed to insert the agreed number of inserts; or (b) the number of inserts printed is less than the number ordered.

3. The Buyer:

3.1 shall indemnify and keep indemnified the Publisher against all proceedings, claims, demands, damages, costs, expenses and any other liability whatsoever arising as a result of the publication or broadcast of the Advertisement or from any breach by the Buyer of these Conditions or Applicable Law;

3.2 where the Buyer is an agency the Buyer will indemnify the Publisher against any claim made by its principal(s) against the Publisher for any reason.

4. Notwithstanding Condition 2 above, the Publisher shall be entitled to require the Buyer to amend any Advertisement, or refuse (without notice) to publish any Advertisement in its reasonable discretion.

5. All rights in any material originated by the Publisher shall belong exclusively to the Publisher.

6. The term for which the Buyer shall pay for the Advertisement shall begin on the date scheduled by the Publisher as the first date of publication of the Advertisement and not any delayed or postponed publication date. The Publisher shall provide the Buyer with an invoice for each order or orders, which the Buyer shall pay in cleared funds in advance of the Advertisement's publication date, and the Publisher shall issue a VAT receipt once payment is

received. In respect of Advertisements for the web, if the Advertisement is charged for based upon an agreed CPM, the cost will be pro-rated from the date of publication. If the Publisher has previously agreed to open a credit account for the Buyer, payment shall become due 30 days after the date of the invoice. The Publisher may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on any unpaid amounts on a day to day basis from the date payment falls due until receipt, plus an administration fee of £25.

6.1 All charges are exclusive of Value Added Tax, which shall be payable at the rate from time to time in force.

6.2 The Publisher may, without prejudice to its other rights and remedies, refuse to publish any Advertisement without any liability to the Buyer where the Publisher has not been paid.

6.3 The Buyer shall not set-off any amount against any invoiced amount hereunder.

6.4 The Publisher may withdraw or adjust any discount given to the Buyer for a series of Advertisements if the series is not completed for any reason.

7. The Publisher may at its discretion and without notice to the Buyer at any time:

7.1 decline to publish, or alter, suspend or change the position of any Advertisement;

7.2 charge the Buyer where the Buyer fails to supply artwork, film, copy or other materials either at all or by the applicable Copy Deadline, including where extra production and colour processing costs are incurred;

7.3 destroy any materials which have been in its possession for more than 6 months from the date of their last use unless written instructions have been received from the Buyer to the contrary;

7.4 change charges and technical requirements at any time. Subject to Conditions 8 to 8.3 below, if the Publisher increases the charges prior to publication, the Buyer may

(a) cancel the order without surcharge by providing written notice to the Publisher of such cancellation; or

(b) continue the order at the revised charges.

8. The Publisher shall not be bound by a stop order, cancellation or transfer of any Advertisement unless received by the Publisher in writing either 14 working days before the date a weekly title goes on sale or 28 working days before a fortnightly or monthly title goes on sale (the "Deadline"). Any such instruction received after the Deadline shall not (even if followed by the Publisher) affect the Buyer's liability to pay for the Advertisement. The Publisher may at its absolute discretion change the date that any title goes on sale without notice to the Buyer. The Publisher may treat the fact that the Buyer is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any other breach of these Conditions by the Buyer as a cancellation.

8.1 The Publisher may offer any online inventory cancelled by the Buyer to a third party and the Buyer will be liable for the cancellation charges set out in Condition 8.2 below:

8.2 In the event that a Buyer cancels an online order the following cancellation charges apply:

a. cancellation at least 20 days before the campaign start date - 0% of charges;

b. between 11 and 20 days before the campaign start date - 50% of charges; and

c. less than 11 days before the campaign start date - 100% of charges; to be payable within 30 days of the Publisher's invoice.

8.3 Where the Buyer wishes to partially cancel any order, the charges set out above shall be pro rated to reflect the cancelled part.

9. The Publisher shall not be responsible or liable for:

9.1 checking the correctness of the Advertisement;

9.2 any error in the Advertisement;

9.3 the wording or quality of reproduction of the Advertisement;

9.4 the actual positioning of the Advertisement;

9.5 the repetition of any error in an Advertisement ordered for more than one insertion;

9.6 the distribution of any publication in a specific geographical area;

9.7 the technical failure of any electronic publication;

9.8 any loss caused by any delay or failure by the Publisher to issue a publication on the due date, or the suspension or cessation of any publication;

9.9 the Publisher's acts and omissions caused by anything beyond the Publisher's reasonable control;

9.10 any other liability in excess of the charge, the Advertisement or of publishing the Advertisement for a second time without charge;

9.11 any failure to comply with its obligations due to the act or omission of any third party, subcontractor or service provider;

9.12 any "live" matter trimming off outside the stated type areas (mechanical specifications and upload instructions for all titles are available from the production department.

10. Subject to Condition 9.2 above, if an Advertisement contains an error caused by the Publisher, provided that the Buyer gives written notice to the Publisher of such error within 5 working days of its publication, the Publisher (in its absolute discretion) will give credit to the Buyer for either

- (i) the cost of the Advertisement containing the error; or
- (ii) the cost of publishing the Advertisement for a second time without charge (as applicable), which the Buyer agrees shall be the Publisher's maximum liability. For the avoidance of doubt, no credit will be given to the Buyer where it has failed to provide notice to the Publisher in accordance with the terms of this Condition 10.

11. The placing of an order for the insertion of an Advertisement shall amount to an acceptance of these Conditions; and any terms in any order given by the Buyer shall have no effect.

12. These Conditions contain the whole agreement between the parties and supersede any prior written or oral agreement between them and the parties confirm that they have not entered

into agreement on the basis of any representations that are not expressly incorporated in these Conditions.

13. Nothing in these Conditions shall affect the statutory rights of a Buyer who is a consumer.

14. These Conditions shall be governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the English courts.