

## GENERAL TERMS AND CONDITIONS REVIVE FM 94.0 COMMUNITY RADIO

### 1. DEFINITIONS

- (a) The expression "the Company" shall hereafter mean Revive FM 94.0 (is a project of Minhaj ul Quran International, 292-296 Ramfard Road, London E7 9HD) and shall include the successors in title and assigns of that Company.
- (b) The expression "the Advertiser" wherever it hereafter appears, shall mean the person, firm or company by whom an order for an advertisement booking is placed and shall also mean and include the advertiser's successors in title and assigns.
- (c) The Expression "Ofcom." shall mean the Licensing Authority.
- (d) The term "content of the advertisement" means material, content, notes and instructions provided by the advertiser for use in the advertisement.

### 2. ADVERTISING AGENCIES

- (a) 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 of amendment of advertisement copy.

### 3. ACCEPTANCE OF TERMS AND CONDITIONS

- (a) The placing of an order with the Company by the Advertiser will be deemed as acceptance of these Terms and Conditions by the Advertiser.

### 4. ACCEPTANCE OF ADVERTISEMENTS

- (a) All advertisements will be broadcast subject only to approval of them by the company and to their compliance with The Broadcasting Act 1990 and "The Ofcom Authority's Code of Advertising Standards and Practice" and the Company's technical requirements and submission procedures.
- (b) Once the order has been placed and the Advertiser has provided the content for the advertisement, the Company will then send this to the production team for them to create the advertisement.
- (c) The Company at any time may without incurring any liability whatsoever to the Advertiser.
  - (i) add to, delete, change or otherwise amend advertisement copy if so required by Ofcom but the Advertiser shall remain liable to pay for such advertisements.
  - (ii) decline to broadcast any advertisement 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 advertisements.
- (d) Subject to any provisions of Condition 10 of these Terms and Conditions, all bookings are accepted on the basis that payment is made in full at the outset, and before the production company start creating the advertisement, unless the advertiser is signing up to package which has the option to pay in installments.

### 5. APPROVAL AND AMENDMENTS OF ADVERTISEMENTS

- (a) The completed advertisement will be sent to the Advertiser for approval before it is broadcast. The Advertiser will then have 7 days to suggest any amendments and revision to the advertisements. Prior to final approval, the Advertiser will have one opportunity to amend the advertisement free of charge. Should they require any further amendments they may incur a charge of up to £50 for each time.
- (b) If they do not respond within the 7 days setting out the changes they seek, it will be understood as the Advertiser approving of the advertisement and it will be broadcast as it is (the requirement to respond within 7 days is applicable after every amendment). Following final approval of the advertisement, it will then be broadcast on Revive FM 94.0 as per the agreement, within the next 7 working days
- (c) Should the Advertiser wish to change in any way the advert once it has begun broadcasting, then the Company needs to be informed in writing. The advertiser will be charged the full cost of the new production, and it can take up to 21 working day for the new advert to be produced (from the date the content for the advertisement is received from the Advertiser). The production team will not begin the process to change the advert until the price of the new production has been paid in full.
- (d) Whilst the advert is being changed the old advert will continue to be broadcast as per the original agreement, so that the Advertiser does not lose any airtime. However, the Company will suspend broadcasting the old advertisement if they Advertiser so requests, but this airtime will be lost.
- (e) Once the requested changes have been made, the advertisement will be sent to the advertiser for approval. The same process as set out at Condition 5 (a) and (b) of these Terms and Conditions is applicable here too.

### 6. DATES/TIME 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 part thereof is omitted
  - (iv) broadcast containing a material error made by the Company.

The Company will endeavour to offer a broadcast during some other period which maybe 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 respect of the non-broadcast, or for any expense or damage whatsoever incurred as a result thereof, and 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) 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, 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.

### 7. CANCELLATIONS

Subject to provisions of Condition 10, when the order is placed and payment made by the Advertiser, it authorises Revive FM 94.0 to commence commercial production work and processing of paper work; the advertiser at this time is bound by these terms & conditions.

- (a) If the advertiser chooses to cancel the order once this agreement has come into force, but before the advertisement is broadcast, they may incur an administration cost of up to 50% of the total amount payable.
- (b) If the advertiser chooses to terminate this agreement once the advertisement has been broadcast, they may then be liable for up to 50% of the total amount payable, and an additional charge of up to £50 for each day their advertisement was broadcast by the company. Failure to pay this additional charge will be a breach of contract and will be liable for legal proceedings.

### 8. MATERIALS 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, delay in delivery thereof whether in the studios or in transit and whether in the studios or in transit and whether or not such recordings, scripts or other material are supplied by the company. Any advertisements produced by 'the company' remain the property of 'the company' and are not permitted for broadcast on any other radio service without prior permission from 'the company'. If permission is granted a relicensing fee will be applied.

### 9. PAYMENT

- (a) All advertisements are to be paid in full at the outset, before the advertisement is produced by the production company, unless the advertiser is signing up to a package which has the option to pay in installments.
- (b) If paying in installments and the advertiser fails to make payment on the agreed date, then the advertiser has 7 working days to make payment after which point the Company reserves the right to stop the broadcast, until all outstanding payments have been settled.
- (c) Failure to make good on any missed payments will be a breach of contract and will be liable for legal proceedings to recover the full amount payable for the package the advertiser originally signed up for.

### 10. WARRANTIES AND INDEMNITIES

The Advertiser warrants and undertakes that:

- (a) They will be responsible for obtaining and paying for all necessary licences and consents for the broadcast of any advertising copyright materials contained in, or the inclusion of any person, in this 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 matter whatsoever in consequence of the use, recording of broadcasting of any advertisement copy or matter supplied or broadcast for the Advertiser.

### 11. CHANGES OF RATES AND CONDITIONS

- (a) The Company reserve the right to change any of these Terms and Conditions, time segments, classifications and any conditions by not less than 28 clear days notice and in the event of such a change, the rates payable and their 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.
- (b) The Company may from time to time make special charge and/or condition for certain types of advertisements or bookings at certain specified periods. (January 2020)