

## **GTN Terms & Conditions**

### **1. Definitions**

- a. "The Company" means Global Traffic Networks (UK) Commercial Limited and includes its successors in title and assigns.**
- b. "The Advertiser" means the person or company by whom an order for an advertisement booking is placed with the Company and includes its successors in title and assigns.**
- c. "Advertisement Copy" means any advertising material intended for broadcast by the Company or its client stations.**

### **2. Advertising Agencies and Commissions**

- a. An Advertiser who is an advertising agency shall be deemed 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 or amendment of Advertisement Copy.**
- b. Agency commission of 15% is payable to all advertising agencies recognised by the IPA and will be calculated on the basis of the rates that are collected less discounts allowed and less any surcharge payable under the provisions of Condition 4. If there is more than one advertising agency with respect to an Advertiser the 15% will be split as agreed to by the advertising agencies or if the advertising agencies cannot agree, as determined by the Company.**
- c. No agency commission payable by the Company to such an Advertiser shall be paid or shared with any client or advertising agency not recognised under this Condition 2 (or in the case of overseas agency, not recognised by the appropriate media organisation in its own country).**

### **3. Acceptance of Terms and Conditions**

- a. The placing of any order with the Company by the Advertiser is subject to acceptance of these terms and conditions by the Advertiser.**
- b. No terms or conditions other than those set forth herein or any variation thereof under Condition 11 shall be binding upon the Company or the Advertiser unless provided in writing and signed by or on behalf of both the Company and the Advertiser. All other terms and conditions express or implied, are excluded to the fullest extent permitted by law.**
- c. English law shall apply to these terms and conditions and the English courts shall have exclusive jurisdiction.**

### **4. Advertisements**

- a. The Advertiser and Agency shall ensure that the warranties and undertakings set forth in Condition 9 are true, correct and complete.**
- b. Advertisement Copy must be delivered not less than 7 clear 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 provisions of this paragraph it shall remain liable to pay for the advertisement whether or not it is broadcast.**
- c. The form in which Advertisement Copy must be submitted, the procedure for approval and/or rejection thereof, surcharges for late acceptances changes or alternative copy use and like matters shall be dealt with in accordance with the submission procedures (as shall be determined by the Company from time to time).**

- d. 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 it believes it is required to do so by any law, rule, regulation or 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 advertisement;
  - 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 advertisement;
  - iii. restrict any repeat broadcast of the same advertisement.
- e. Subject to the provisions of Condition 11 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. Where the agreement specifies the level of on air impacts (which are measured on Rajar data for adults 15+ audience as at the date of this agreement) likely to be achieved as a result of the campaign, such impacts and/or impressions are guaranteed to a variance of +5/-5%.
- b. If, for any reason other than by reason of the Advertiser's or Agency's default (in which case the Company shall bear no liability for the following), the campaign (i) is broadcast missing a material element; (ii) is broadcast containing a material error; or (iii) fails to achieve the number of spots or the level of impact or impressions specified in the agreement, the Advertiser shall have no claim against the Company and or any other party in respect of non-broadcast or for any expense or damage whatsoever incurred, and the Company's liability will be limited, at the Company's option, to one of the following: (i) broadcasting the missing element(s) of the campaign as soon as is reasonably practicable after the missing element(s) were scheduled to run and for such time as is necessary to generate a number of broadcasts of the campaign equal to the shortfall; or (ii) providing broadcast opportunities for the campaign of a value equal to the shortfall; or (iii) making a pro-rata refund of, or reduction in, the fee in relation to the missing element(s).
- 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 (a 'Force Majeure' event), the Company may at any time, notwithstanding anything herein before contained, forthwith terminate 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 termination.
- d. In the event that an advertisement is not broadcast in accordance with the Advertiser's order, due to a Force Majeure event or any other reason, the Company shall not be liable for any loss of income, profits or contract or for any incidental indirect special or consequential loss or damage of any kind resulting from such failure in part or in whole to broadcast.

#### 6. Cancellations

- a. Subject to the provision of Condition 11, 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 clear days before the scheduled broadcast date.

- b. If the cancellation is made by the Advertiser less than 28 clear days before schedule broadcast date, the campaign will be charged at the rate appropriate to the number of advertisements booked but (in the Company's sole discretion) may be offset against future campaigns booked within three months of the date of cancellation at the then prevailing rate card.**
- c. In the event of cancellation in accordance with these terms the Company shall use reasonable endeavours to remove all Advertisement Copy from the schedules but cannot guarantee its removal.**
- d. The Company reserves the right to cancel any unexecuted part of a booking with immediate effect in the event that the Advertiser or Agency makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or a receiver is appointed or the Advertiser or Agency goes into liquidation or ceases or resolves to cease to carry on business or the Advertiser or Agency (not being a company) becomes bankrupt or dissolved. On cancellation the Company shall be entitled to receive payment for any work done in respect of the booking up to the date of cancellation.**

#### **7. Limitation of Liability**

- a. Nothing in this Agreement limits or excludes the Company's liability for death or personal injury resulting from the Company's negligence or fraud or fraudulent misrepresentation.**
- b. Without prejudice to the terms of clause a. above, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.**
- c. Subject to the provisions of clauses a. and b. above, the Company shall not under any circumstances be liable for (i) loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business; or (ii) any special, indirect or consequential loss, costs, damages, charges or expenses. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the amount of the fee under this Agreement.**
- d. Without prejudice to the terms of clauses a., b., and c. above, the Company shall not under any circumstances be liable for any loss, damage, unauthorised use or delay in delivery of any recordings, scripts or other material relating to the Advertisement.**
- e. While reasonable 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 howsoever caused whether in the studios or in transit and whether or not such recordings, scripts or other materials are supplied by the Company. The Company may destroy Advertisement Copy without further reference to the Advertiser.**

#### **8. Accounts**

- a. Where the Company has agreed in writing to provide a credit facility to an Advertiser, accounts shall be invoiced at the end of the month of broadcast and shall be due within 15 days of date of invoice.**
- b. Other accounts shall be invoiced in advance and shall be due the earlier of 15 days of date of invoice or 7 clear days before the scheduled broadcast date and in default of such payment the Company shall be entitled to refuse to broadcast the advertisement.**

c. The Company shall be entitled to charge interest both before and after judgement at the rate of 4% per annum above the Barclays Bank Base lending rate from time to time in force from the date payment is due until payment is made.

d. All charges are subject to Value Added Tax.

#### **9. Warranties and Indemnities**

a. The Advertiser and Agency warrant and undertake that (i) the Advertisement Copy will not be offensive or obscene in nature or derogatory of any person; (ii) no Advertisement Copy shall contain any libellous, slanderous or defamatory statement, or any matter infringing the copyright, trademark, performance, privacy or other rights of third parties or otherwise be in breach of English Law; (iii) the Advertisement Copy has been or will prior to delivery to the Company be cleared for transmission and broadcast within the United Kingdom by the Radio Advertising Clearance Centre; (iv) the Advertisement Copy and its transmission and broadcast complies with the Broadcasting Act 1990, the Broadcasting Act 1996, the Communications Act 2003 (in each case as amended) and all other applicable laws in the United Kingdom; (v) the Advertisement Copy and its transmission or broadcast complies with the UK Code of Broadcast Advertising (BCAP Code), the Ofcom Broadcasting Code (in each case as amended) and all other regulations, rules, directives, codes, guidance, copy clearance bulletins, guidelines, requirements and policies issued by any committee or body responsible for overseeing or regulating advertising in the United Kingdom; (vi) the Advertisement Copy is legal, decent, honest and true; (vii) any claims made in the Advertisement Copy are accurate and fair and can, if required, be substantiated by documentary evidence; and (viii) all copyright and any other rights, consents or licenses, including that required in relation to the transmission or broadcast of the Advertisement Copy, have been cleared and paid for by the Advertiser, including any sums due for the performing rights in any music and the mechanical reproduction of the Advertisement Copy, and that neither the Company nor its client stations are or will be liable for any such clearances or payments.

b. The Advertiser and Agency shall fully indemnify, hold harmless, and keep the Company, its related entities, and client stations fully indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities, including without limitation all legal fees, costs and expenses, arising from any breach of the above warranties or in any manner whatsoever in consequence of a breach of this Agreement or the use, recording or broadcasting of any Advertisement Copy or matter supplied by or broadcast for the Advertiser.

#### **10. Publicity and Information**

The Advertiser shall only publish any information in connection with any advertisement which has been broadcast or is scheduled for broadcast if the Company has given its prior written consent.

#### **11. Changes in 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 not less than 14 clear 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 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 charges and/or conditions for certain types of advertisements or for bookings at certain specified periods.

**12. Data Protection**

The Company will use the Advertiser's information (including relevant employee information) for marketing and accounting purposes, primarily to keep the Advertiser informed of its key services and products. The Company may disclose such information to its service providers and agents for these purposes. It may also share such information with any other company affiliated with the Company or its business partners. The Company will keep the Advertiser's information for a reasonable period to be able to contact the Advertiser about its services and for accounting. The Company may contact the Advertiser by mail, telephone, fax, SMS or email. If the Advertiser does not wish to receive the Company's communications it must notify the Managing Director at the Company's registered office. Advertiser information may also be used for investor relations and regulatory disclosure.

**13. Third Party Rights Act**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms.