

Advertising Terms and Conditions

1. Definitions

(a) The expression "the Company" shall hereafter mean and shall include the successors in title and assigns of that Company.

(b) The expression "the Advertiser" wherever it hereinafter 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 "the Authority" shall mean OFCOM.

2. Advertising Agencies and Commissions

(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 or amendment of advertisement copy.

(b) Agency Commission of 15% is payable to all advertising agencies recognised by the Company and will be calculated on the basis of the rates applicable less discounts allowed and less any surcharge payable under the provisions of Condition 4.

(c) No agency commission payable by the Company to such an Advertiser shall be paid or allowed to or shared with any client or any advertising agency not recognised under Condition 2(b) (or in the case of an overseas agency, not recognised by the appropriate media organisation in its own country).

3. Acceptance of Terms and Conditions

(a) The placing of an order with the Company by the Advertiser will be deemed an 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 10 shall be binding upon the Company or the Advertiser unless reduced to writing and signed by or on behalf of both the Company and 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, OFCOM's Code of Advertising Standards and Practice and the Company's technical requirements and submission procedures.

(b) 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 or if in the opinion of the Company the advertisement contains unsuitable copy with the Advertiser shall remain liable to pay for such advertisements.

ii) decline to broadcast any advertisements 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 advertisement.

(c) Subject to the provisions of Condition 10 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) 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 or

iv) broadcast containing a material error made by the Company.

The Company will endeavour to offer a broadcast or broadcasts during some other period which may be 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 non broadcast or for any expense or damage whatsoever incurred as a result thereof;



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and the Company shall make no charge to the Advertiser for such advertisement but 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.

(c) Broadcast will be deemed to have been made if carried by the Company's main transmitter.

6. Cancellations

Subject to the provision of Condition 10, 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 days before the scheduled broadcast date. If the cancellation is made by the Advertiser the campaign will be charged at the rate appropriate to the number of advertisements actually ordered before such a cancellation becomes effective.

7. Material 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 or not such recordings, scripts or other material are supplied by the Company.

8. Accounts

(a) Accounts payable by an advertising agency recognised by the Company or any other approved credit customer of the Company shall be paid not later than the 15th day of the month following the month of broadcast. Other accounts shall be paid not later than seven clear days before the scheduled first broadcast date and in default of such payment the Company shall be entitled to refuse to

broadcast the advertisement.

(b) The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

(c) Accounts not paid to the terms detailed in 8(a) above will have future orders cancelled, including any currently being transmitted.

(d) If an invoice becomes overdue for payment the full outstanding account becomes overdue and payable. The Company reserves the right to charge interest and compensation on overdue accounts at the statutory rate for the time being in force calculated on a daily basis. Payment shall be deemed to have been received only when the full amount of the value of the goods and services as invoiced has been credited to the Company's bank account without recourse or the Company has received the full amount in cash

(e) Any Amount outstanding beyond our credit terms of reference will be passed out of hand to our legal advisers and will be subject to a surcharge of £30.00 to cover the cost incurred: such accounts will also be subject to any other costs incurred in obtaining settlement.

(f) The Company reserves the right to charge an administration fee of £15.00 per thousand or part thereof for any payment received by cheque returned unpaid.

9. Warranties and Indemnities

The Advertiser warrants and undertakes that:

(a) he will be responsible for obtaining and paying for all necessary licences and consents for the broadcast of any advertising copyright material contained in, or the inclusion of any person in his advertisement;

(b) no advertisement copy will breach the copyright or other rights or be defamatory of any third party;

(c) he will indemnify and keep the Company indemnified against all action, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above

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warranties or in any manner whatsoever in consequence of the use, recording or broadcasting of any advertisement copy or matter supplied or broadcast for the Advertiser.

(d) all BelfastFM Ltd productions are copyright and are licensed only for the stations they were originally intended. It is illegal to transmit any commercial on another station, website or shop premises without prior permission and relicensing from BelfastFM Ltd.

10. Changes of 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 28 clear days notice, and in the event of such a change, the rates payable and the terms and conditions applicable 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.

11. Value Added Tax

All rates exclude VAT, which will be charged at the rates prevailing at the tax point.

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