



Advertising Sales Terms and Conditions.

1. INTERPRETATION

• Definitions

The following definitions and rules of interpretation apply in this Agreement.

“Ad-Campaign” means a schedule, series, sequence and/or pattern of Advertising in relation to a particular Advertisement.

“Ad-Period” means the period(s) set out in the Media Schedule during which the Advertising will occur, at the particular Ad-Segments.

“Ad-Segments” means the specific segments, times and/or periods within the Ad-Period that the Advertising shall actually occur.

“Ad-Services” means the Advertising services provided by MKFM to the Customer as set out in the Media Schedule.

“Advertise” see Advertising.

“Advertisement” means collectively any Radio Ad, Social Media Ad and/or Website Ad any/or any other notice or announcement made by MKFM as further described in any corresponding Media Schedule.

“Advertising” means

- in respect of the Radio, the act of MKFM broadcasting that Radio Ad;
- in respect of the Website and/or Social Media, the act of MKFM displaying that Website Ad and/or Social Media Ad (as the case may be) respectively.

“Advertising Standards” the controls, criteria and standards required by all Laws relevant to advertising / advertisements as referred to at clause 4 and as further described at Schedule 1.

“Agreement” means these Conditions and its schedules, any Media Schedule and any other MKFM Policies as in force from time to time.

“Business Day” means any day of the week from Monday to Friday inclusive except any Bank or Public Holiday in England.

“Commencement Date” has the meaning provided at clause 2.2.

“Conditions” these terms and conditions as amended from time to time in accordance with clause 14.11.

“Customer” means the party named in the Media Schedule seeking the Services from MKFM and subject to MKFM’s consent may also mean and include the Customer’s successors in title and assigns.

“End-Client” means the entity or organisation identified in the Media Schedule whose products or services are the subject of the Advertisement.

“Fees” means the fees for the Services as set out in the Media Schedule and as payable by the Customer to MKFM.

“Force Majeure Event” has the meaning provided in Clause 6.5.

“Intellectual Property Rights” means all copyright, performers’ rights, personality rights or rights of privacy or publicity, patents, utility models, trademarks, rights in designs, goodwill, trading styles, in each case whether registered or unregistered or the subject of a pending application for registration, all legal rights protecting the confidentiality of any information or materials and all other rights of a similar nature in the world, including the right to sue for all past infringements of such rights.

“Laws” means any applicable law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any Regulatory Authority), guidance or industry code of practice, rule of court, delegated or subordinate legislation in force from time to time including the Broadcasting Act 1990, the Broadcasting Act 1996, the Communications Act 2003, the UK Code of Broadcast Advertising (the “BCAP Code”), Ofcom’s Advertising and Sponsorship Code and such other legislation, regulations, codes and/or guidelines as applicable to radio broadcasting, internet and social media advertising from time to time.

“Media Schedule” a schedule setting out the particulars of any Services sought by the Customer.

“MKFM” means MKFM Limited (company number 7630027) whose registered office is at 8 Dakota House, 50 Mortimer Square, Milton Keynes MK9 2FB shall include the successors in title and assigns of that company

“MKFM Policies” in respect of MKFM, any of its policies, rules, specifications, requirements, procedures, instructions, ways of working and/or conduct.

“Products” the products of the Services, including the Advertisements and all performances and literary, dramatic, artistic and musical material incorporated by MKFM into the Advertisement but excluding rights in works owned by the Customer and/or the End Client.

“Production Services” means the Advertisement production services as set out in the Media Schedule.

“Radio Ad” means any content intended for broadcasting by MKFM on the Radio Station.

“Radio Station” means the radio station identified in the Media Schedule.

“Regulatory Authority” means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of the Customer or MKFM, including data protection authorities and law enforcement agencies.

“Services” means any services supplied by MKFM to the Customer including Ad-Services and Production Services.

“Social Media” means such social media outlets as identified in the Media Schedule.

“Social Media Ad” means any content intended for display by MKFM via Social Media.

“Website” means the website identified in the Media Schedule.

“Website Ad” means content intended for display by MKFM on the Website.

- 1.2 A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Any schedules (including the Media Schedule) forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.4 A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to “writing” or “written” includes email but not fax.
- 1.8 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 BASIS OF CONTRACT

- 2.1 A request by the Customer to MKFM for any Services, shall once recorded within a Media Schedule and submitted to MKFM in accordance with MKFM Policy, constitute an order by the Customer in accordance with and in acceptance of these Conditions.
- 2.2 An order for Services as described in clause 2.1 shall be deemed accepted by MKFM when it has submitted an invoice to the Customer for those Services, at which point a contract between the parties shall come into existence (the “Commencement Date”).
- 2.3 In consideration of payment of the Fees by the Customer to MKFM, MKFM shall provide the Services as set out in a corresponding Media Schedule in accordance with these Conditions.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by MKFM, and any descriptions or illustrations contained in MKFM’s catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

2.5 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 In the event of any conflict between the provisions of:

- 2.6.1 the Media Schedule;
- 2.6.2 Schedule 1 of these Conditions;
- 2.6.3 these Conditions (but excluding Schedule 1); and
- 2.6.4 any MKFM Policies,

then the provisions of each document listed in this clause 2.6 shall prevail over the other in the same order as they occur above.

3 DELIVERY OF SERVICES

3.1 The Customer shall:

- 3.1.1 co-operate with MKFM in all matters relating to the Services (co-operation shall be deemed to include the execution by the Customer of documents and the provision of such assistance to MKFM as MKFM may require in order to comply with its obligations under this Agreement);
- 3.1.2 provide to MKFM in a timely manner (including within any time frames stipulated within the Media Schedule and/or by MKFM from time to time) all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under the Media Schedule or otherwise reasonably required by MKFM in connection with the Services and the Customer will ensure such materials are accurate and complete; and
- 3.1.3 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable MKFM to provide the Services, including in relation to the use of all Customer materials in all cases before the date on which the Services are to start.

3.2 If MKFM's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy MKFM may have:

- 3.2.1 MKFM shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer; and
- 3.2.2 the Customer shall be liable to MKFM for any costs and/or expenses incurred by MKFM as a result of any further work carried out by MKFM as a result of the Customer act or omission described in clause 3.2.

3.3 From time to time the Customer may request production by MKFM of Advertisements, and MKFM may agree (but have no obligation) to produce Advertisements, for the Customer. The terms of such production may be agreed between the parties and evidenced in the Media Schedule. Where MKFM is producing the Advertisement for the Customer:

- 3.3.1 MKFM requires confirmation of Customer approval in respect of any Advertisement at least 3 Business Days prior to the scheduled Advertising / the occurrence of the first Ad-Segment for that Advertisement.

3.4 Where MKFM is providing Ad-Services but is not producing Advertisements for the Customer, the Advertisement must be delivered by the Customer to MKFM at least 5 Business prior to the scheduled Advertising / the first Ad-Segment for that Advertisement. Delivery of the Advertisement shall not be deemed to have taken place until the following have occurred:

- 3.4.1 MKFM's technical requirements and submission procedures as in operation from time to time or other related documentation have been fully complied with by the Customer;

- 3.4.2 Complete and legible Advertising instructions have been given by the Customer to MKFM; and
- 3.4.3 MKFM has been provided with verification of Radiocentre clearance ("RC Clearance") for that Advertisement.
- 3.5 The method and/or procedure of submission, approval and/or rejection of any Advertisement, together with surcharges for late acceptances, changes or alternative copy use and related matters, shall be as set out in the Media Schedule and/or applicable MKFM Policy.
- 3.6 MKFM shall be under no obligation to Advertise, and shall have the right to suspend, any affected Services where:
 - 3.6.1 an Advertisement is (and/or if either party suspects that an Advertisement is) in breach of any Advertising Standards;
 - 3.6.2 the Customer has failed to sufficiently evidence compliance with any Advertising Standards upon request by MKFM;
 - 3.6.3 MKFM has not had the opportunity to review and/or has not reviewed the Advertisement prior to Advertising; and/or
 - 3.6.4 the Customer is otherwise in breach (and/or if MKFM suspects that the Customer is in breach) of any of its obligations under the Agreement and/or the Laws;
- 3.7 Where MKFM suspends any of the Services in accordance with the provisions of clause 3.6:
 - 3.7.1 this shall be deemed a cancellation by the Customer;
 - 3.7.2 the provisions of clause 7 shall apply as if the suspension of the Services were the same as the serving by the Customer of a Cancellation Notice to MKFM;
 - 3.7.3 the date of suspension by MKFM shall be deemed the date of receipt by MKFM of the Customer's Cancellation Notice.

4 ADVERTISING STANDARDS AND WARRANTIES

- 4.1 The provisions of this clause 4 and Schedule 1 shall apply in respect of Advertising Standards. All Advertisements are subject to the standards listed at Schedule 1.
- 4.2 MKFM reserves the right to review all Advertisements prior to Advertising. The Customer agrees to cooperate with any requests by MFKM in respect of Advertising Standards.
- 4.3 Approval of any Advertisement by MKFM shall not in any way relieve the Customer of its obligations concerning Advertising Standards under this Agreement.
- 4.4 The Customer hereby represents and warrants the following:
 - 4.4.1 it will comply with the requirements of all relevant Laws and/or the requirements under all MKFM Policies;
 - 4.4.2 it shall be responsible for and shall notify MKFM of any restrictions which should be placed on any Advertisement in any territory;
 - 4.4.3 in respect of all Advertisements not produced by MKFM, the Advertisements shall:
 - 4.4.3.1 comply with the requirements of all relevant Laws and regulations (including but not limited to those administered by or on behalf of Ofcom) for the time being in force or applicable in the United Kingdom or in any other territory where the Advertisement is to be made available to the residents of that territory;

- 4.4.3.2 be legal, decent, honest, and true (but not misleading), and that any claims made in the Advertisement are accurate and fair and can, if required, be substantiated by documentary evidence;
 - 4.4.3.3 not contain any libellous, slanderous or defamatory statement, and shall not invade the privacy of any third party; and
 - 4.4.3.4 not breach or infringe the rights of any third party;
 - 4.4.4 in respect of all Advertisements produced by MKFM, any reliance by MKFM on any materials and/or specifications provided by the Customer and/or the End Client to MKFM will not cause (in whole or in part) MKFM to produce any Advertisement other than as described under warranties 4.4.3.1 to 4.4.3.4.
- 4.5 The Customer will indemnify and keep MKFM indemnified against all proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising and incurred by MKFM:
- 4.5.1 from any breach of the warranties listed in clause 4.4 and/or
 - 4.5.2 in any manner whatsoever in consequence of the use, recording or broadcasting of any Advertisement;
- insofar as and to the extent that the proceedings, costs, damages, expenses, penalties, claims, demands and liabilities described in this clause 4.5 were not as a result of breach by MKFM of this Agreement.
- 4.6 The Customer shall inform MKFM without delay should it become aware that the content of any Advertisement breaches any Advertising Standards or the warranties given at clause 4.4.

5 SERVICE MODIFICATIONS

- 5.1 Subject to the provisions of clause 5.2, MKFM may at any time and without incurring any liability (other than expressly stated) to the Customer make any changes to the Advertisement and/or any aspects of the Services including for example the Ad-Periods and Ad-Segments (a "Service Modification").
- 5.2 In respect of Service Modifications MKFM shall:
- 5.2.1 use its reasonable endeavours to make Service Modifications only to the extent that is reasonable and necessary;
 - 5.2.2 where reasonably possible provide notice to the Customer ahead of any proposed Service Modification;
 - 5.2.3 provide reasons (if so requested by the Customer) for making any Service Modification;
 - 5.2.4 entitle the Customer to a pro-rata reduction to the Fees in respect of any Services / Advertising affected by and/or not provided due to such Service Modification;
 - 5.2.5 entitle the Customer a right to cancel any Services affected by the Service Modification (without triggering the provisions of clause 7) provided the customer serves 10 days' written notice to MKFM to do so (and the reliance by the Customer on the rights granted by this clause
 - 5.2.5 shall be without prejudice to MKFM's right to be paid by the Customer the Fees following any pro-rata reduction in accordance with clause 5.2.4); and/or
 - 5.2.6 discuss and/or consult with the Customer in good faith a way forward and/or variation to the Media Schedule in consideration of such Service Modification (and the Customer shall engage in such discussion and/or consultation with MKFM in good faith).

6 DATES/TIMES OF BROADCAST

- 6.1 MKFM shall subject to the provisions of this clause 6 use its reasonable endeavours to meet Customer deadlines in accordance with the Media Schedule.
- 6.2 MKFM does not guarantee that the Advertising will occur within scheduled times (such as within the Ad-Period and/or during the Ad-Segments). If, subject to clauses 3.6, 5, 6 and 7:

- 6.2.1 Advertising does not occur within the Ad-Period and/or the Ad-Segments, or at all;
- 6.2.2 there is an omission of a material part of the Advertisement; and/or
- 6.2.3 any Advertising contains a material error made by MKFM,
subject to clause 6.3, MKFM shall in good faith discuss a suitable remedy with the Customer which may include a pro-rata refund of any Fees paid and/or an adjustment to the Ad-Segment / Ad-Period (as applicable).
- 6.3 Notwithstanding the provisions of clause 6.5 any Advertising occurring within 20 minutes of a scheduled Ad-Segment / Ad-Period shall be treated as MKFM Advertising in accordance with the scheduled times stipulated within Media Schedule.
- 6.4 The Customer may request a reduction to the duration of any proposed Advertisement / Ad-Period / Ad-Segment. MKFM shall require at least 7 Business Days' prior notice in writing prior to it giving effect to such request. Where MKFM agrees to such requests, the Customer shall remain liable for the entirety of the Fees for any affected Services.
- 6.5 MKFM shall have no liability to the Customer in the event of MKFM's activities being restricted, curtailed or prevented by any law or any other act or thing beyond MKFM's control (including but not limited to interruption of broadcast transmission or online publication by any means, failure of equipment related to the dissemination of the Radio Station, failure of the material on which the Advertisement is recorded, failure of the web server, act of God, storm, flood, fire, terrorist action, power failure, failure of sub-contractors, failure of suppliers, labour dispute, (a "Force Majeure Event").
- 6.6 Should any Force Majeure Event occur, MKFM may at any time (notwithstanding anything contained in this Agreement) immediately terminate the contract without prejudice to MKFM's right to be paid by the Customer the agreed Fees and any monies due and owing by the Customer to MKFM at the time of such termination.
- 6.7 If Advertising occurs outside of the scheduled Ad-Period / Ad-Segment due to a Force Majeure Event, MKFM shall (subject to clause 12.2) have no liability to the Customer.
- ## 7 CANCELLATIONS
- 7.1 Either party may cancel the Service(s) (in whole or in part) in accordance with the provisions of this clause 7 (reference to cancellation in this context shall include any request to reduce the extent of any Advertising other than in respect of any Service Modification as described in clause 5). Cancellation by either party of the Services in their entirety shall be treated as termination of this Agreement and where a party wishes to terminate on this basis the provisions of clause 9 shall apply.
- 7.2 In the event a party wishes to cancel any Services, it must serve a written notice of cancellation to the other party ("Cancellation Notice") detailing which of the Services it wishes to cancel.
- 7.3 MKFM may cancel any Services at any time but in such cases shall provide a pro-rata refund to the Customer in respect of any Fees already paid by the Customer for any Services it has sought which MKFM cancels and/or will not supply due to such cancellation. MKFM shall not have any other liability to the Customer as a result of such cancellation.
- 7.4 Where the Customer wishes to cancel any Services (other than in accordance with clause 5.2.5) and serves a Cancellation Notice to MKFM the following conditions shall apply in respect of payment for / Fees associated with Services affected by the cancellation:
- 7.4.1 MKFM reserves the right to charge a reasonable fee to the Customer in respect of any actual costs and/or expenses associated with any time spent and/or resources expended in preparation for the delivery of any Services which the Customer cancels.
- 7.4.2 In respect of any Services and/or Ad-Campaigns that have already commenced and/or are due to

commence within 28 days of receipt by MKFM of the Customer's Cancellation Notice, the Customer shall remain liable for the payment of all Fees associated with:

7.4.2.1 any Services scheduled to occur / any Advertising due to take place within that period; and

7.4.2.2 the entirety of any Ad-Campaigns commencing during that period.

7.4.3 In respect of any Services and/or Ad-Campaigns that are due to commence more than 28 days after receipt by MKFM of the Customer's Cancellation Notice, the Customer shall be liable for payment of 25% of the Fees associated with any Services ordered but not yet received / any Advertising that has not yet taken place.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 All background Intellectual Property Rights owned by a party shall remain vested in that party and/or its licensors and there shall be no assignment of any background Intellectual Property Rights other than as expressly provided in this clause 8.

8.2 All Intellectual Property Rights in any Advertisements produced by MKFM shall (to the extent possible) vest in MKFM.

8.3 The Customer hereby grants to MKFM a non-exclusive licence to use the Customer's and/or the End Client's name and Intellectual Property Rights solely to the extent necessary for the purpose of providing the Services, such as by including them in Advertisements, referring to them in paperwork and in discussions with third parties in order to indicate the nature of the Advertisement, and including them in MKFM's own promotional materials and activities, where MKFM shall have the non-exclusive right to use extracts from the Advertisement for its own promotional use including use on the Radio Station, the Website and Social Media channels.

8.4 From time to time the Customer may request, and MKFM may agree to grant to the Customer, a licence in the Intellectual Property Rights related to any Advertisements produced by MKFM. In such cases MKFM will consider such requests and shall in its sole discretion determine whether to grant such licence (and to the extent applicable, the legal and commercial terms associated with the grant of that licence).

9 TERM AND TERMINATION

9.1 This Agreement shall commence on the Commencement Date and shall continue until the earlier of:

9.1.1 the date of termination of this Agreement if terminated in accordance with the provisions of this clause 9; and

9.1.2 the completion of the Services and/or Ad-Campaign(s) associated with the Media Schedule (at which time the Agreement shall automatically terminate).

9.2 MKFM may terminate this Agreement at any time by serving written notice of termination to the Customer which shall result in immediate termination of the Agreement.

9.3 The Customer may terminate this Agreement at any time by serving 28 days' written notice of termination to MKFM.

9.4 Without prejudice to other rights and remedies, either party may terminate this Agreement with immediate effect by providing notice in writing to the other if the other party:

9.4.1 is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 14 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it;

9.4.2 (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect;

9.4.3 (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies;

- 9.4.4 becomes or is declared insolvent or convenes a meeting of, or makes or proposes to make any arrangement or composition with its creditors;
- 9.4.5 has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets;
- 9.4.6 ceases, or threatens to cease, to carry on business;
- 9.4.7 is involved in proceedings taken in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 9.4.2 to 9.4.6 (inclusive); or
- 9.4.8 deteriorates in financial position so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

9.5 Failure by the Customer to pay any Fees or expenses on or before the due date for payment shall constitute a material breach for the purposes of this Clause 9.

10 EFFECT OF TERMINATION

10.1 Where MKFM terminates the Agreement in accordance with clause 9.2, MKFM shall provide a pro-rata refund to the Customer in respect of any Fees already paid by the Customer for any Services it has sought which MKFM will not supply / has not supplied due to such termination.

10.2 In the event that the Customer terminates the Agreement in accordance with the provision of clause 9.3 or if MKFM terminates the Agreement in accordance with the provisions of clause 9.4, MKFM shall be entitled to payment of (and the Customer agrees that it shall pay to MKFM):

10.2.1 such proportion of the Fees that relates to any work carried out by MKFM up to and including the date of termination) regardless of whether or not any Services have been delivered; and

10.2.2 a sum equal to all outstanding Fees and/or other contracted work agreed in writing between the parties (regardless of whether such work has been carried out prior to the aforementioned breach or not).

10.3 In the event that this Agreement is terminated for any reason:

10.3.1 all rights granted by MKFM to the Customer shall immediately cease; and

10.3.2 all Services shall be deemed cancelled as at the deemed termination date.

10.4 Advertising material may be destroyed by MKFM after a period of three months following the end of the Ad-Campaign and/or completion of the Services, without further reference to the Customer.

10.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

11 PAYMENT OF FEES

11.1 In respect of Fees, MKFM shall on an ad-hoc basis submit invoices to the Customer in respect of Services provided. Invoices shall (subject to any credit-arrangements between the parties) be payable by the Customer immediately upon receipt and time shall be of the essence in respect of payment of all Fees invoiced.

11.2 Without prejudice to its other remedies, MKFM shall be entitled to charge interest at the rate of 8% per annum above the Lloyds Bank Base Rate from time to time in force together with compensation as set out in the Late Payment of Commercial Debt (Interest) Act 1998, from the date payment is due until the date payment is made.

11.3 In the event of any dispute concerning the Fees and/or invoices relating to those fees, the Customer shall remain liable for payment of all undisputed sums. In respect of any disputed sums, the provisions of clause 13 shall apply.

11.4 MKFM is entitled to set-off monies held by it for the Customer against any monies due by it to the Customer (and any Customer's group company) and is entitled to apply any monies held by it on behalf of the Customer in settlement of any monies due to it by the Customer.

11.5 In the event of non-payment of any Fees due from the Customer to MKFM, notwithstanding MKFM's rights and remedies elsewhere in this Agreement, MKFM shall be permitted to suspend any and/or all Services until payment is received.

12 LIMITATION OF LIABILITY

12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

12.2.1 death or personal injury caused by negligence; and

12.2.2 fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.2 MKFM shall have no liability for any of the following:

12.3.1 loss of profits;

12.3.2 loss of sales or business;

12.3.3 loss of agreements or contracts;

12.3.4 loss of anticipated savings;

12.3.5 loss of use or corruption of software, data or information;

12.3.6 loss of or damage to goodwill; and

12.3.7 indirect or consequential loss.

12.4 Subject to clauses 12.2 and 12.3, MKFM's total liability to the Customer under and/or in connection with the Agreement shall not exceed 125% of the sum of all Fees paid by the Customer to MKFM in accordance with the Media Schedule.

12.5 Subject to clause 12.2, MKFM shall have no liability to the Customer for the loss, damage, unauthorised use, delay in delivery therefore whether in the studios or in transit and whether or not such recordings, scripts or other material is supplied by the Customer or the End-Client to MKFM.

13 DISPUTE RESOLUTION PROCEDURE

13.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute"), then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

13.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, representatives of each party shall attempt in good faith to resolve the Dispute;

13.1.2 if the representatives of each party are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute. To initiate the mediation, a party must serve notice in writing to the other party to the Dispute, referring the dispute to mediation ("Mediation Notice").

13.2 A party is not permitted to commence any court proceedings against the other (as envisaged in the provisions of clause 14.13) in relation to the whole or part of the Dispute until at least 30 days after service of a Mediation Notice, provided that the right to issue proceedings is not prejudiced by a delay and assuming that the Dispute has not been resolved since the commencement of mediation in accordance with clause 13.1.2.

14 GENERAL

14.1 The Customer is not permitted to assign or transfer this Agreement nor any of its rights or obligations under

this Agreement without the prior written consent of MKFM.

- 14.2 MKFM may assign or transfer this Agreement and/or its rights or obligations under this Agreement without the prior written consent of the Customer. The Customer is not permitted to assign or transfer this Agreement and/or its rights or obligations under this Agreement without prior consent from MKFM.
- 14.3 MKFM is permitted to sub-contract the performance of its obligations at any time. The Customer is not permitted to sub-contract the performance of its obligations without prior consent from MKFM.
- 14.4 Any notice given under this Agreement will be in writing and may be delivered to the other party or sent by pre-paid post or via e-mail to the address or transmission number of that party specified in this Agreement or such other address or number as may be notified under this Agreement by that party from time to time.
- 14.5 Nothing in this Agreement will be deemed to create a partnership or joint venture between the parties.
- 14.6 The Customer shall not without the prior written consent of MKFM publish any information in connection with any Advertising which has been broadcasted or is scheduled for broadcast.
- 14.7 MKFM shall be entitled to refer to the Customer's association with MKFM and the Advertising placed hereunder to promote MKFM and its advertising and sponsorship business generally.
- 14.8 Each party confirms that this Agreement sets out the entire agreement and understanding between the parties, that it supersedes all previous agreements, arrangements and understandings between them and that it has not relied on any representations made by the other party in entering into this Agreement.
- 14.9 No failure or delay by any party in exercising its rights under this Agreement will operate as a waiver of that right nor will any single or partial exercise by either party of any right preclude any further exercise of any other right.
- 14.10 In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable by a court with jurisdiction over this Agreement, the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.
- 14.11 Any variation to this Agreement must be in writing and agreed by both parties.
- 14.12 This Agreement does not give rise to any rights to any third parties under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.13 This Agreement will be governed by and construed in all respects in accordance with English law and the parties hereby agree, subject to the foregoing to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under or in connection with this Agreement.

SCHEDULE 1

RADIO-AD STANDARDS

1. MKFM is legally prohibited from broadcasting or publishing Radio-Ads that contravene any laws or regulations that may apply, either to the Advertisement itself or to the product or service being Advertised. MKFM can provide advice on compliance with Radio-Ad regulations, but this advice does not guarantee compliance. If in doubt, it is recommend that you seek independent legal advice.
2. Radio-Ads in certain pre-defined categories, as well as Radio-Ads running across multiple stations, require clearance from the Radio Advertising Clearance Centre prior to broadcasting. If the Customer obtains RC Clearance for an Advertisement, MKFM will require the RC Clearance Number prior to broadcast. It is also the Customer's responsibility to inform MKFM of any conditions of clearance imposed by the Radiocentre, such as scheduling, scripting or production requirements. Clearance should not be more than six months old, even for repeat campaigns running the same script. RC Clearance does not guarantee that an Advertisement is compliant with all Laws, or that the Advertising Standards Authority (the "ASA") will not uphold a complaint against it. However, RC Clearance does create the presumption that an ad is compliant, and it may also be used to help defend an Advertisement against a complaint made to the ASA.
3. Where an Advertisement has not received and does not require RC Clearance, MKFM is required (as the broadcaster) to clear the Advertisement prior to Advertising.
4. If, in MKFM's view, any Advertisement is not compliant because the Customer has failed to follow the instructions of the Radiocentre, where given as a pre-condition of clearing the Advertisement (and/or any of the Customer's obligations under this Agreement), the Customer will not be entitled to any refund of any of the Fees and shall be liable for the Fees in full.
5. MKFM will refuse to broadcast an Advertisement (and accordingly shall subject to clause 12.2 have no liability to the Customer) if:
 - a. it requires central clearance by the Radiocentre and that clearance has not been obtained, or has been refused; or
 - b. it does not comply with any requirements explicitly imposed by the Radiocentre as a pre-condition for clearance; or
 - c. it has been the subject of an upheld complaint by the ASA and the Customer is unable to demonstrate that they have taken the action required by the ASA to allow the Advertisement to be broadcasted again.