

TERMS AND CONDITIONS

This Sale & Purchase or Airtime Contract agreement (the 'Agreement') is made and effective from between Sunrise Radio (London) Ltd. [Company Registration no. 07009138]
Unit 2, 694-712 London Road, Hounslow, Middlesex TW3 1PG. UK
Hereinafter called 'Sunrise Radio (London) Ltd.' and the client mentioned overleaf Hereinafter Called 'The Client' Agrees to the Terms and Conditions mentioned below.

1. Definitions:

1.1 In this Agreement the following terms have the following meanings: Airtime: The Radio airtime for the advertisement supplied by Sunrise Radio (London) Ltd. in respect of the radio station. Advertisement: The Advertisement for which the airtime is supplied to the client. Contract: the contract between Sunrise Radio (London) Ltd. and the Client under which the Airtime is supplied by Sunrise Radio (London) Ltd. to the Client. Intellectual Property: All patents, trade and service marks, designs, typographical rights, registered designs, copyrights (including all Copyrights in any drawings, specification, manuals, designs and computer software), know-how and other confidential information and all other intellectual property rights and rights of a similar character in any part of the world. Sunrise Radio (London) Ltd.: Provider of Airtime Sunrise Radio (London) Ltd. of Unit 2, 694-712 London Road, Hounslow, Middlesex TW3 1PG. Client: The person, firm or company with whom the contract is made by Sunrise Radio (London) Ltd. Airtime Purchase costs: The sum of [insert] payable by Client to Sunrise Radio (London) Ltd. for the services provided; Term: as defined in annex 1; Advertisement Schedule Date: As defined in annex 1 and Commercial Production: as defined in annex 2.

1.2 In this Agreement the singular includes the plural and vice versa and any gender includes any other gender.

1.3 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. Advertisement

2.1 Any Advertisement booked in a particular business type or package cannot be utilized for another business type or package.

2.2 Once this contract has been signed and agreed between Sunrise Radio (London) Ltd. and the Client, the Airtime will be reserved and booked for the agreed contract Terms as listed in annex 1.

2.3 When remote contracts are received by email, fax and post or booked on our website these will be treated as a signed agreement.

2.4 When a contract is signed on behalf of a Limited Company, Public Limited, sole trade, partnership or a firm the signatory of the Client contract will also be deemed to be personally liable and responsible if payment is not made by the Client on the due dates. The signatory of the Client will be treated as a personal guarantor if the Client is in default of payment. Sunrise Radio (London) Ltd. will enforce the payment from the personal guarantor.

2.5 Any Airtime purchased by the Client cannot be resold or assigned to another party without having obtained written consent from Sunrise Radio (London) Ltd.'s Chief Executives Office who will in the event the consent is given, register and issue a consent number.

2.6 Sunrise Radio (London) Ltd. has the right to remove an Advertisement immediately if it is deemed that the Advertisement is unsuitable for broadcast or is unsuitable for Sunrise Radio (London) Ltd.'s broadcasting standards. Further it will be removed if ordered by OFCOM or any other regulatory body or by an order of the court. In this event Sunrise Radio (London) Ltd. will play a generic advert which will consist of business name, address, telephone number and any relevant details which Sunrise Radio (London) Ltd. has available so that compliance of the Airtime Agreement continues.

3. Production

3.1 Commercial Production is separate from the Airtime Contract and is chargeable dependent on type of advert required.

3.2 The Client has the option to use Sunrise Radio (London) Ltd.'s production facilities or to produce their own Commercial from a third party source as the Client may wish. If the Client produces its own commercial the Commercial Production as defined in clause 3.1 above and clause 1.1 will not apply.

3.3 At the request of the Client, Sunrise Radio (London) Ltd. can suggest companies who can provide production facilities, but take no responsibility or liability of the quality of the material produced.

3.4 If the Client provides their own commercial a £75+VAT charge is made to upload the advert, review and ensure it complies with Sunrise Radio (London) Ltd. broadcasting rules and OFCOM rule and regulations. In addition to this Sunrise Radio (London) Ltd.'s Terms and Conditions will apply simultaneously.

3.5 As the Commercial Production is completely separate to that of the Air time Contract the Client should provide the commercial to Sunrise Radio (London) Ltd. 3 days prior to commencement of advertising. If the Client fails to provide a suitable commercial production in time a generic advert consisting of business name, address and telephone number will be broadcasted by Sunrise Radio (London) Ltd. until a suitable Commercial is provided by the Client. As a favour and a gesture of good will Sunrise Radio (London) Ltd. will play a generic advert charging £75+VAT to allow the Airtime Contract to commence smoothly as scheduled.

3.6 All material contained within the commercial and the Commercial Production is the responsibility of the Client, including obtaining, Maintaining and paying for all necessary licences and consents for the transmission of any material protected by any Intellectual Property or other rights contained in the commercial. In the event of a claim by a third party the Client will keep Sunrise Radio (London) Ltd. indemnified for all costs.

3.7 Sunrise Radio (London) Ltd. reserves all right (intellectual) and trademarks over Commercial Production on script, tempo, style and voice overs. The commercial produced by Sunrise Radio (London) Ltd. remains the property of Sunrise Radio (London) Ltd. and is only licensed for use on Sunrise Radio (London) Ltd. network. It cannot be used or copied under any circumstances for use on other broadcasting mediums.

3.8 However should the Client wish to purchase the licence which will allow the Client to use the commercial on other media a charge of £500.00 plus VAT per month will be payable to Sunrise Radio (London) Ltd.

3.9 Where the Client continues to use the commercial without an appropriate licence on other media the Client will compensate Sunrise Radio (London) Ltd. and keep Sunrise Radio (London) Ltd. indemnified for all costs.

4. Cancellation

4.1 If the Client gives notice to cancel the Contract within the first 28 days of signing the Agreement, Sunrise Radio (London) Ltd. will charge the Client a settlement fee as a gesture of good will at 50% of the outstanding Airtime Purchase Costs for unused Airtime as most of the scheduling work is carried out prior to the Scheduled Advertisement Date. Once Sunrise Radio (London) Ltd. receives the notice from the Client to cancel the contract, Sunrise Radio (London) Ltd. will provide the Client with a settlement statement within 3 working days of receiving the notice. The Client must pay this in full within 10 days, failing which; the whole outstanding Airtime Purchase Costs which is due and payable regardless whether Airtime has been used or not.

4.2 Notices for cancellation must be in writing either by email to cancel@sunriseradio.com or by registered post to Chief Executive Office of Sunrise Radio (London) Ltd., Unit 2, 694-712 London Road, Hounslow, Middlesex TW3 1PG, quoting the Contract number and business details along with reasons for cancellation. If for any reason Sunrise Radio (London) Ltd. needs to cancel the contract Sunrise Radio (London) Ltd. will notify the Client of the same via email and by registered post to the address given by the Client in this Agreement.

4.3 After 28 days of signing this Agreement the Contract cannot be cancelled under any circumstances.

5. Payments

5.1 If the Client is experiencing short term cash flow problems, it must inform Sunrise Radio (London) Ltd. in writing immediately upon recognizing this problem in which Sunrise Radio (London) Ltd. will try to help the Client during this period. The Client must put any concerns in writing either by email to accounts@sunriseradio.com or by registered post to Chief Executive Office of Sunrise Radio (London) Ltd., Unit 2, 694-712 London Road, Hounslow, Middlesex TW3 1PG.

5.2 All Airtime Contracts must be accompanied with a payment i.e. Cheque, Credit Card, Standing Order, Bank transfer.

5.3 Credit is only available to approved credit account holders or government agencies with a valid purchase order. An application can be made to open an account with Sunrise Radio (London) Ltd. Application forms for opening an Account with Sunrise Radio (London) Ltd. is available on the following website at www.sunriseradio.com or alternatively calls the sales office on 020 8574 7777. If the Client is an approved credit account holder we will issue pro-forma invoices. Automatic VAT invoice will be issued once pro-forma invoice is paid in full.

5.4 When Sunrise Radio (London) Ltd. receives payment the money is always allocated to oldest outstanding invoice on the Client account.

5.5 The existence of a query on any item in an invoice or proforma shall not affect the date of which the payment is due. Payment should be made and forthcoming.

5.6 If any amount outstanding on a proforma invoice or VAT invoice is not paid in full by the date the Payment is due, Interest will be payable on the outstanding amount at a rate of 2% per month accumulated.

5.7 The Client must notify Sunrise Radio (London) Ltd. of any query within the first 10 days of the date of invoice or proforma. Invoices or proforma may not be queried after this time. All queries in relation to payment must be in writing either by email to accounts@sunriseradio.com or by registered post to Chief Executive Office of Sunrise Radio (London) Ltd., Unit 2, 694-712 London Road, Hounslow, Middlesex TW3 1PG. All queries received will be resolved by Sunrise Radio (London) Ltd. within 48 hours of notification.

5.8 When the Client fails to abide by the agreed schedule of payments and where packages are not completed the Client shall become liable for the Airtime broadcast at the normal rate prior to any discount package offers. Combined packages on the network will be charged at the normal network rates prior to any discount Special offers. The entire amount outstanding shall become due for payment immediately.

5.9 Sunrise Radio (London) Ltd. will levy a charge on the Client for any dishonoured payments such as returned cheques, failed standing orders etc. at a rate of £50 + VAT per refused payment plus any other administrative costs Sunrise Radio (London) Ltd. may incur as a result of the dishonoured payment.

5.10 If payment is not received by the due date Sunrise Radio (London) Ltd. reserves the right to charge an additional fee of £10 + VAT for any reminder that Sunrise Radio (London) Ltd. may issue whether in writing or by phone.

5.11 If for any reason, the Client has not paid within the credit facility period, and the outstanding proforma or invoice is overdue by 14 days the Client's account and details may be passed on to Sunrise Radio (London) Ltd.'s credit control or an external collection agency and the Client's local sales representative will no longer have any further control of the account. At this point the Advertisement will be put on hold and will only resume once payment has been received in full. Whilst the Advertisement is on hold, the Client will be charged at the normal network rates prior to any discount special offers. The entire amount outstanding shall become due for payment immediately.

5.12 If payment remains outstanding for 14 days after the date on which the invoice was issued, Sunrise Radio (London) Ltd. reserves the right to visit the Client's premises or authorize outside agencies and collect any outstanding monies. If such a visit is necessary to recover any outstanding fees an additional charge of £150 + VAT will be payable by the Client. Sunrise Radio (London) Ltd. does not accept payment other than bank transfer, credit card or cheque. If the Client wishes to pay in cash it must attend the offices of Sunrise Radio (London) Ltd. where a receipt upon payment will be given. 5.13 Payment made by credit card will incur a surcharged of 2.5% on the amount collected.

5.14 In the event of litigation, the Client will be responsible for the administrative costs, legal fees and interest if the court finds in favour of Sunrise Radio (London) Ltd.

6. Changes of Rates and Conditions

6.1 Sunrise Radio (London) Ltd. reserves the right to change the Airtime rates, time segments, classifications or any of these terms and conditions by giving not less than 28 days' notice to the Client 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 Client shall, by serving written notice on Sunrise Radio (London) Ltd. within 10 days of receiving notice of such change, be entitled to cancel the contract to which the changes notified would otherwise be applicable. Any changes in rates will not affect this agreed Airtime Purchase Cost. This agreed contractual Airtime Purchase Cost will be honoured to the end of the contractual period. Indemnity: The Client shall indemnify Sunrise Radio (London) Ltd. against all actions, proceedings, claims, demands, costs including without prejudice to the generality of this provision the legal costs of Sunrise Radio (London) Ltd. on a solicitor and own client basis, awards and damages however arising directly or indirectly as a result of the negligence of the Client or any breach or non-performance by the Client or any of the Client's undertakings, warranties or obligations under this Agreement.

7. Invalidity The invalidity or unenforced ability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8. No partnership This Agreement shall not create any partnership or joint venture between the parties to this Agreement and neither party shall be entitled to represent or hold itself out in any way as acting on the other's behalf.

9. Force Majeure

9.1 Sunrise Radio (London) Ltd. shall have no liability to the Client if it is prevented, hindered or delayed in carrying out any of its obligations under the Agreement by any law or regulatory order, rule or regulation or by any other act of God beyond Sunrise Radio (London) Ltd. control (including but not limited to strike, lock-out, malicious damage, breakdown of plant, software or machinery, accident, fire or flood or death of royalty).

9.2 Sunrise Radio (London) Ltd. may (without any right of the client to bring a claim against Sunrise Radio (London) Ltd.) extend the time period for performance of the Agreement to take account of such force majeure or terminate the Agreement with immediate effect by written notice. If the force majeure continues for more than one month, Sunrise Radio (London) Ltd. may terminate the Agreement with immediate effect by written notice. For the avoidance of doubt, any such termination shall be without prejudice to Sunrise Radio (London) Ltd. right to be paid any accrued amounts as at the date of termination.

10. VAT

10.1 Standard VAT will be charged at the prevailing rate at the tax point.

11. Confidentiality The Agency shall treat as strictly confidential all information by or disclosed to the other in relation to this Agreement, the commercial and/or the other party and shall not disclose or make public to any party other than to their professional advisers or as may be required by law or as may be agreed between the parties the whole or any part of such information and shall not make use of any such information in any way which might be detrimental to the business interests or business of the other party.

12. Entire agreement This Agreement contains the entire understanding between the parties in relation to the subject matter of it and may not be varied except by agreement in writing between the parties.

13. Rights of third parties A person who is not a party to this Agreement may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999. 14. Governing law This Agreement shall be governed and construed in accordance with the laws of England and the courts of England & Wales shall have sole and exclusive jurisdiction over any and all disputes arising here under. Agreement This Agreement represents the entire terms agreed between the parties in relation to its subject matter and supersedes all previous contracts or arrangements of any kind between the parties relating to its subject matter. In witness where off the parties here, to have opportunity to read this Agreement and in this respect they have set and subscribed the respective hands to these present on the day, month and year first here in above written.