



Terms & Conditions
Sponsorship,
Airtime and Online Advertising

1. Agreement

These terms and conditions (“Terms & Conditions”) are legally binding and together with the Order Confirmation (the “Order”) and Delivery of Materials for Sponsorship, Airtime and Online Advertising constitute the entire agreement between the buyer and/or its agent (the “Buyer”) and Rural TV Ltd (“Rural TV”) with respect to the advertising and/or sponsorship and supersedes all previous statements (whether written or oral) made by either party and all previous agreements, understandings and arrangements in respect thereof.

2. Placement of Sponsorship and Advertising

The Buyer agrees that the only obligation of Rural TV is to transmit and/or display the advertising or sponsorship credits in accordance with the Order.

The Buyer hereby grants Rural TV an exclusive, royalty free, fully paid license to use and transmit the advertising and sponsorship credits in accordance with this Agreement.

The Buyer agrees that they will not use any other channel’s services (except a RMG affiliate) for the advertising or sponsorship credits until 6 months after this agreement with RURAL TV has terminated.

3. Fees and Payment

3.1 In consideration of Rural TV transmitting and/or displaying the advertising or sponsorship in accordance with the Order, the Buyer shall pay the fee set out in accordance with the Order.

3.2 Payments to Rural TV shall be subject to VAT at the appropriate rate applicable at the date of transmission or display of the relevant advertising copy or sponsor credits.

3.3 All payments shall be paid in full by cheque or by BACS or such similar method of electronic payment as determined by Rural TV.

3.4 If the Buyer fails to make any payment to Rural TV when due, Rural TV may:

3.4.1 suspend the transmission or display of the advertising or sponsorship credits

3.4.2 refuse to accept further bookings from the Buyer without incurring any liability to the Buyer.

3.4.3 charge interest on any unpaid amount

3.4.4 terminate this Agreement forthwith.

3.5 Any amount not paid by the Buyer on the respective payment due date in accordance with the Order, shall be subject to a late fee surcharge of 1.5% of such amount payable (including VAT).

- 3.6 Late fee surcharges shall be paid within 15 days of the date of the invoice for the same.
- 3.7 The existence of a query on an element of an invoice shall only affect the due date of payment of that element and will not affect the due date of payment of all other elements of such invoice. Late fee surcharges shall accrue on any disputed items in accordance with this clause 3. In the event that the query is resolved in favour of the Buyer, then Rural TV shall cancel any surcharge imposed in respect of the money withheld.
- 3.8 Payment of Rural TV's invoices shall be made in full and the Buyer shall not be entitled to claim any right of offset in respect hereof.
- 3.9 Rural TV and Buyer agree that pursuant to standard industry practice a gross advertising fee may include a commission for the Buyer's agent. The Buyer and its agent agree that Rural TV is in no way liable for the payment of any commission to the Buyer's agent and that if the Buyer's agent fails to perform any obligation pursuant to this Agreement on the Buyer's behalf, including paying any Fee, then the Buyer shall remain liable for the full performance of the obligation under this Agreement.
- 3.10 All amounts due under this Agreement are payable in pounds sterling only.

4. Buyer Warranties, Obligations and Indemnification

- 4.1 The Buyer represents and warrants to Rural TV that:
- 4.1.1 all advertising or sponsorship comply with all applicable laws and the codes of practice, including those issued by the Advertising Standards Authority:
- 4.1.2 the Buyer holds the necessary rights, licenses and consents (including, without limitation, intellectual property rights) to permit the use, reproduction, display, transmission and distribution on any satellite, cable, terrestrial, broadband or mobile platforms (the "Use") of the advertising or sponsorship credits and all content therein (including without limitation any logos, text, spoken messages, footage or music) by Rural TV for the purpose of this Agreement.
- 4.1.3 the Use will not cause Rural TV to breach any common law, statute, regulation or code of practice or any rights of any third parties (including, without limitation, any rights of intellectual property or other proprietary or property right) and that the advertising or sponsorship credits will not be false or misleading, constitute unfair competition, be defamatory, racist or sexist, contain any obscene elements or be an invasion of privacy or an invasion of similar rights, be a violation of any antidiscrimination laws regulations, or otherwise breach any other right of any person or entity: and
- 4.1.4 the Buyer warrants that any online material submitted by the Buyer will not contain viruses, bugs, worms, trojan horses or any other form of defect or contaminant which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the software or hardware of the Rural TV website or its computer systems or any third party's computer system.
- 4.1.5 at least one week prior to the transmission of any advertising or sponsor credits by Rural TV, the Buyer shall provide Rural TV with all such details regarding the rights in the music contained in the advertising or sponsor credits as may be required by the MCPS in relation to the transmission of the advertising or sponsor credits.

- 4.2 With respect to sponsor credits:
- 4.2.1 the Buyer hereby grants Rural TV an exclusive, royalty free, fully paid license to use and transmit the sponsor credits in accordance with this Agreement.
- 4.2.2 all editorial decisions with respect to the programmes shall be made by Rural TV in its sole discretion
- 4.2.3 the Buyer shall not acquire any rights (including without limitation any intellectual property rights) in or associated with the programmes as a result of this Agreement.
- 4.2.4 the Buyer shall cooperate fully with Rural TV, at its own expense, for all assistance that is reasonably required as a result of any inquiry by Ofcom in connection with the sponsorship of any programme.
- 4.3 The Buyer shall indemnify Rural TV and its affiliates hold them harmless from any and all liability, loss, damages, claims or causes of action, including, without limitation, reasonable legal fees and expenses that may be incurred by Rural TV arising out of or related to the Buyer's breach of any of the terms of this Agreement (whether foreseeable or unforeseeable) or in any manner whatsoever including as a result of or arising out of the use, recording, broadcasting or display of any advertising copy, sponsor credits or other material supplied by or transmitted on behalf of the Buyer.

5. Delivery of Materials

See Delivery of Materials for Sponsorship, Airtime and Online Advertising which is herein incorporated by reference.

6. Acceptance of Advertising and Sponsorship Materials

- 6.1 Rural TV shall have the right to pre-approve any advertising or sponsorship materials. Advertising copy and sponsorship credits will only be transmitted on the Rural TV channel or displayed on the Rural TV website by Rural TV if it is approved by Rural TV, satisfies reasonable technical requirements in accordance with current industry standards and complies with Ofcom requirements and all UK broadcasting regulations and standards.
- 6.2 Notwithstanding anything to the contrary in this Agreement, Rural TV reserves the right, in its absolute discretion not to transmit or display any advertising or sponsorship, including any repeat transmissions or displays, which, in Rural TV's reasonable opinion, contains any unsuitable material for transmission or display or which promotes more than one product or service and Rural TV shall not incur any liability to the Buyer in respect thereof. Rural TV shall in its sole discretion refund to the Buyer a pro rata portion of the Fees the Buyer has paid to Rural TV.
- 6.3 All advertising or sponsorship materials must be delivered to Rural TV or its designee not less than 7 calendar days prior to the date of intended transmission.
- 6.4 If the Buyer fails to comply with clauses 6.1 and 6.3, Rural TV shall notify Buyer to supply alternative advertising or sponsorship materials as soon as possible prior to the date of intended transmission. Advertising or sponsorship materials supplied less than 2 days prior to the date of intended transmission and if accepted will also be subject to a late fee of £250 + VAT. Should alternative advertising or sponsorship materials not be supplied or not be accepted, the Buyer shall pay Rural TV in full for spots booked under the Order whether or not any of the advertising or sponsorship materials are transmitted and in such event Rural TV at its reasonable discretion may repeat previously transmitted advertising or sponsorship materials to fulfill the regulatory obligations or cancel the transmission of the relevant advertising or sponsorship credits.

- 6.5 Rural TV shall not be liable for any changes in or deletions from or non-transmission or display of any advertising or sponsorship credits required by Ofcom.
- 6.6 Rural TV shall use reasonable endeavours where requested by the Buyer to apply copy rotation in accordance with the Buyer's transmission instructions.
- 6.7 The Buyer shall ensure that all advertising spots airing on the Rural TV channel are of standard length of :30 or :60 and that all sponsorship credits conform to the :15, :10, :10 and :10 lengths in accordance with the Order.
- 6.8 Rural TV shall not be liable for the delay in delivery or loss or damage in transit of any advertising materials. Unless otherwise instructed by the Buyer, advertising materials will be destroyed by Rural TV if they are not transmitted during a period of six weeks from the date of receipt, or if later, after the date of last transmission.

7. Dates and Times of Transmission or Display

- 7.1 Rural TV shall use reasonable endeavours to ensure that the final date and time of an advertising spot or sponsor credits agreed with the Buyer before transmission or display will be met. If an advertising spot or sponsor credit is not transmitted or displayed on such date and time for whatever reason, Rural TV shall provide to the Buyer a transmission or display date and time of an equivalent value in consultation with the Buyer.
- 7.2 Where advertising copy or a sponsor credit is transmitted substantially but not wholly correctly through no fault of the Buyer, such event shall not constitute a breach of the Order but Rural TV shall discuss such event with the Buyer in good faith with a view to determining how to compensate the Buyer.
- 7.3 Advertising spots transmitted within five minutes of the day part booked by the Buyer shall be regarded as appearing with that day part. Advertisements agreed as being for transmission at a specific time will generally be transmitted in the commercial break nearest to that time.
- 7.4 The Buyer shall not without the prior consent of Rural TV publish any dates or times of any scheduled advertising copy or sponsor credits.

8. Cancelation and Postponement

Unless otherwise specified on the Order or unless agreed by Rural TV in writing in its sole discretion, the Buyer cannot cancel the Agreement and the actual value of the Agreement will be invoiced and is payable in full by the Buyer.

9. Reports

- 9.1 Reports related to the advertising placements, sponsorship credits and website traffic reports, as applicable, shall be provided to the Buyer by Rural TV or its designated third party each month during the relevant flight or campaign period.
- 9.2 The reports shall be the definitive measure of Rural TV's performance and the billing of fees will be based on these metrics where applicable. In the event of any under delivery of actual advertising pursuant to the Order, Rural TV shall provide the Buyer with a pro rata credit.

10. Term and Termination

- 10.1 The Term of this Agreement shall be as specified in the Order.
- 10.2 This Agreement may be terminated by either party by providing the other party with prior written notice thereof in the event of: (i) a breach of this Agreement by either party, except with respect the the payment of Fees, that remains uncured ten (10) days following written notice thereof given by the terminating party to the other party; (ii) any general assignment by either party for the benefits of its creditors, insolvency of the other party, or the filing of an involuntary petition under bankruptcy laws; (iii) the Buyer fails to pay any sums due or ceases to carry on its business, or (iv) either party's failure to perform as provided in Section 11 for more than sixty (60) consecutive days.
- 10.3 Termination or expiry of this Agreement shall not affect any rights of either party in respect of any breach preceding the termination or expiry of this Agreement by the other party nor shall it affect any accrued rights or liabilities of either party.
- 10.4 Upon termination of this Agreement for any reason, (i) each party shall immediately return to the other or permit the other to collect all items in the possession of the other which are the other party's property and each party shall immediately cease to use the intellectual property of the other and (ii) in the event that such termination of this Agreement has been caused by the Buyer's breach, any portion of the Fee not yet paid shall become due and payable.

11. Force Majeure

In the event the normal business operations of either party are materially hampered, interrupted, or prevented due to an act of God; war; riot; civil commotion; acts of terror; fire; casualty; strike; lockout; labor dispute or other similar troubles; act of any federal, state, or local instrumentality; court order; death; or failure or availability in whole or in part of the telecast or uplink facilities or satellite, or for any other reason, similar or dissimilar, beyond its reasonable control ("Force Majeure Event"), then: (i) the failure to perform shall not constitute a breach of this Agreement by such party, and such party shall not be liable to the other party for such failure to perform; and (ii) either party shall have the right to suspend its obligations hereunder for the duration of such event.

12. Limitation of Liability

- 12.1 Except as expressly provided herein, any and all express and implied conditions, warranties and undertakings including, but not limited to, warranties of merchantability or fitness for any purpose of use are hereby expressly excluded and disclaimed. In particular, Rural TV makes no representations, and expressly disclaim any warranties, terms and/or conditions regarding Rural TV's services or any portion thereof, including any implied warranty or satisfactory quality or fitness for a particular purpose and implied warranties arising from course of dealing or performance. Without limiting the generality of this clause, Rural TV specifically disclaims any warranty regarding the number of persons who will access and/or view the advertising or sponsor credits and any benefit the Buyer might obtain or be seeking to obtain from requesting Rural TV to transmit or display any advertising or sponsor credits.
- 12.2 Rural TV's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Agreement whether in contract, tort or otherwise shall not exceed the Fee paid and received under this Agreement.
- 12.3 In no event shall either party be liable for any incidental, consequential, special, or punitive

damages, whether foreseeable or not, whether or not caused by such party.

12.4 The Buyer and Rural TV agree that it may be necessary to suspend normal programming on the Rural TV channel from time to time for breaking news, live event coverage or for other reasons and it may necessitate rescheduling the transmission of the advertising or sponsor credits. The Buyer agrees that any such rescheduling pursuant to this clause shall not constitute a breach of this Agreement.

13. Confidentiality

Neither party shall either during or after the expiry of the Agreement make any statements, public or otherwise, concerning the existence or provisions of this Agreement or the relationship between the parties without the express prior written consent of the other party. Each party hereby agrees that all nonpublic, proprietary, and confidential information communicated to the other party, whether before or after the commencement of this Agreement, was and is confidential and not to be disclosed; shall be used only for the purposes set forth in this Agreement; and shall not be disclosed by such party without the prior written consent of the other party, except by reason of legal, accounting, or regulatory requirements beyond the reasonable control of the disclosing party, provided that such disclosing party shall provide notice to the non-disclosing party prior to such disclosure and shall assist in all efforts to limit the disclosure of such information.

14. Notices

Any notices to be provided herein shall be in writing and shall, for all purposes, be deemed to be given by a party if sent to the authorized address of that party as set out in the Order by overnight courier, return receipt required; certified mail, return receipt requested; e-mail, or telecopy, all with receipt confirmed.

15. Jurisdiction

This Agreement shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

16. Miscellaneous

16.1 Each party to this Agreement is duly authorized to enter into and to perform the obligations under this Agreement and is not bound by any previous agreement which may adversely affect this Agreement.

16.2 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. The exchange of facsimile copies of executed counterparts of this Agreement shall be deemed execution and delivery thereof, provided that receipt of such facsimile is confirmed in writing. Original copies shall follow by documented overnight delivery.

16.3 No provision of this Agreement shall be amended or modified except in writing and signed by the parties hereto. Any party may waive compliance by another with any of the provisions of this Agreement. No waiver of any provision hereof shall be construed as a waiver of any other provision or subsequent breach. Any waiver shall be in writing. The failure of any party hereto to enforce at any time any provision hereof shall not be construed to be a waiver of such provision nor in any way effect the validity thereof of any part hereof, or the right of any party thereafter, to enforce each and every such provision.

16.4 In the event any provision of this Agreement is held by any court of competent jurisdiction to be

illegal, invalid, or unenforceable, such provision shall be of no force and effect, but the illegality, invalidity, or unenforceability shall have no effect upon nor impair the enforceability of any other provision of this Agreement.

- 16.5 Neither party hereto shall assign or transfer any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except that Rural TV may assign its rights to one or more of its affiliates and such affiliate(s) may assume Rural TV's obligations hereunder. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.
- 16.6 Each party is performing pursuant to this Agreement as an independent contractor, and nothing herein shall be construed to create any principal/agent relationship, joint venture, or other similar relationship between the parties.
- 16.7 The representations, warranties, covenants, obligations, and agreements contained in this Agreement are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring and are not intended to confer any rights on any other persons.
- 16.8 All the terms and provisions of the Agreement intended to have continuing effect shall survive the expiration and termination as provided herein.
- 16.9 In the event of any conflict between the Sales Order Confirmation and any provision of these Terms and Conditions, these Terms and Conditions shall prevail.