

TERMS AND CONDITIONS OF BUSINESS

(1) Terms of Business with Media

Although The Grove Media Limited acts as principals with all media and suppliers, we must emphasise to the client that the placing of all advertisements – press, TV, radio, etc., is subject to the terms imposed by the contracts between the various media owners, suppliers and The Grove Media Limited. This means, in effect, that the client acknowledges that terms and rates stated by The Grove Media Limited are subject to revision in accordance with such agreements made by The Grove Media Limited with the various media owners and suppliers concerned and that the bookings, etc., required by the client can be made only within the provisions relating to cancellations, omissions, etc., set out in media rate cards.

(2) Terms of Payment

Failure to pay advertising accounts by specified dates attracts surcharges from the media owners. Therefore, the following surcharges will be imposed by The Grove Media Limited whenever late payment occurs.

Broadcast Media (television and radio)

Accounts not paid by the 24th day of the month, following the month in which transmission takes place will be subject to an immediate surcharge of 1.5%. A further surcharge of 1% will be imposed in respect of the principal amount which is still outstanding on the 9th day of the subsequent month.

Press (national, regional, local, magazines, etc.) and other media (cinema, posters, etc.)

Accounts not paid by the penultimate day of the month following the month in which insertion or publication takes place will be subject to an immediate surcharge of 3%. A further surcharge of 2% will be imposed on the cost of the advertisement if payment is not received by the penultimate day of the second month following that in which the advertisement appears. A further surcharge of 2% will be imposed on the cost of the advertisement if payment is not received by the penultimate day of the third month following the month in which the advertisement appears.

The said surcharges shall be applied to the gross cost of an advertisement. Where the above dates quoted fall on a non-working day, the first preceding working day shall be the required day for payment.

Payment shall be deemed to have been satisfied when The Grove Media Limited is in receipt of the monies due.

In the event of the client failing to fulfil its obligations under the terms hereof, The Grove Media Limited reserves the right to offset any sums payable to the client against any payments due to The Grove Media Limited.

(3) Approvals and Authority

The client's approval, either written or verbal, of schedules and estimates will be The Grove Media Limited's authority to make contracts and reservations for space, time and other facilities under the terms and conditions required by media owners and suppliers.

(4) Termination Provisions

This agreement will continue until terminated by either party giving to the other six months' notice in writing. Such notice shall be by registered or recorded delivery letter and shall be deemed received three working days after posting. The Grove Media Limited's rights, duties and responsibilities shall continue in full force

during the said period of notice. If the client places advertising direct or through another agency during the said period of notice The Grove Media Limited will be entitled to be paid remuneration equivalent to that which The Grove Media Limited would have received had The Grove Media Limited itself placed the advertising.

(5) Advertising Copy

This agreement indemnifies The Grove Media Limited against any claims for mis-representation arising from copy supplied by the client for any media booked by The Grove Media Limited and The Grove Media Limited accepts no liability in such event.

Any copy charges levied by media owners (including overtime charges) will be recharged by The Grove Media Limited at cost.

It is the client's responsibility to clear the copy with the appropriate bodies. Failure to do so will result in the client being liable for the media owners' charges.

(6) A.S.B.O.F. and B.A.S.B.O.F. Levy

This levy is payable by advertisers through agencies to the Advertising Standards Board of Finance and Broadcast Advertising Standards Board of Finance. It applies to the cost of press display advertisements (but not on lineage and semi display advertisements) and outdoor, cinema, broadcast media and direct mail appearing in the UK.

(7) Legal Liability and Other Claims

The Grove Media Limited shall not be liable for any delay in, or omission of publication, transmission or any error in any advertisement, in the absence of default or neglect on the part of The Grove Media Limited.

(8) Devaluation of Currency

If, through any currency devaluation in any country, the sterling equivalent of the cost to The Grove Media Limited of any obligations incurred in respect of the client's overseas advertising exceeds the cost anticipated at the date which such obligations were incurred, The Grove Media Limited will charge the client at the rate which is in operation at the time overseas remittances are made.

(9) Matters not covered by this agreement

Should any matter arise in the relationship between the client and The Grove Media Limited, which is not the subject of any provision of this agreement, the parties shall meet together to discuss the matter with a view to negotiating supplemental provisions to accommodate such matter.