

TERMS & CONDITIONS “The Cat Community Radio” ADVERTISING and SPONSORSHIP CONTRACTS

All radio and/or website advertising orders are subject to these terms and conditions ('these Conditions') which shall apply to the exclusion of all other terms and conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by THE CAT Community Radio CIC hereafter known as “The Cat”. Any other terms or conditions sought to be imposed by the Advertiser or from Sponsorship are expressly excluded.

DEFINITIONS

1. In these Conditions attaching to radio and/or website Advertising Contracts: 'THE CAT' relates to The Cat Community Radio CIC and 'Advertiser' means the person booking the advertising space including Advertising Agents, and Independent Media Buyers shall for the purpose of these Conditions act as principals on their own behalf for all purposes connected herewith. 'Rate Card' means THE CAT's current scale of charges for advertisements, a current copy of which may be obtained from THE CAT. 'Contract' means a legally binding booking accepted by THE CAT in accordance with Condition 2 for airplay or publication of an Advertisement. 'Copy' means all material provided by an Advertiser with the intention that such material should form part of the completed Advertisement. 'Advertisement' means advertising messages to be played on the radio or displayed on a website. 'Period' means the contracted period over which the Advertisement will be played and/or displayed. 'Cancellation' of a Contract means cancellation of either all or part of the remaining unperformed part of the Contract

SUBMISSION AND PUBLICATION OF ADVERTISEMENTS

2. The issue of a Rate Card does not constitute an offer by THE CAT to contract. A Contract is made only by THE CAT's acceptance of the Advertiser's order as affected by THE CAT issuing and receiving an Advertising Agreement.
3. Advertisement rates are subject to revision at any time and the price prevailing at the time the Contract is made binds THE CAT only in respect of the agreed booking as confirmed by THE CAT's Advertising Agreement.
4. All orders are accepted subject to acceptance of Copy by THE CAT, as indicated in Conditions 7 & 17, and if it is intended to include in an Advertisement a competition or a special offer of merchandise, full details of such competitions or special offers must be submitted by the Advertiser in writing at the time the order is negotiated and must comply to The Cat's competition procedure.
5. It is the Advertiser's responsibility to check the correctness of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, and codes of practice and is not an infringement of any other party's rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid license to reproduce, play or display the Advertisement (including all contents, trademarks and brand features contained therein). The Advertiser will indemnify THE CAT fully for all costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against THE CAT) in respect of any claim made against THE CAT arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.
6. The Advertiser warrants that all copy submitted to THE CAT (and any linked website) is legal, truthful, honest and decent and otherwise complies with the British Code of Advertising and Ofcom regulations, Sales Promotion, Direct Marketing and all other relevant and applicable codes, guidance or regulations under the remit of the Advertising Standards Authority
7. THE CAT reserves the right in its absolute discretion to require the Advertiser to amend any artwork, materials or copy for and relating to any Advertisement or to cancel any Contract or to omit or suspend an Advertisement (for example if it is libelous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or its servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the Advertisement in full notwithstanding that the Advertisement has not been played or displayed for the full contracted period. Such cancellation, Omission or suspension shall be notified to the Advertiser as soon as reasonably possible
8. All contents of Advertisements are subject to THE CAT's approval. THE CAT does not undertake to review the contents of any Advertisement and any such review of and/or approval by THE CAT will not be deemed to constitute an acceptance by THE CAT that such Advertisement is provided in accordance with these Conditions nor will it constitute a waiver of THE CAT's rights hereunder. THE CAT reserves the right at any time in its absolute discretion to
 - a. Reject or cancel any Advertisement, Order, URL link, period reservation; or
 - b. Remove any Advertisement from any of THE CAT's schedule, websites or social media.
9. Advertisements within THE CAT's schedule or position on any website or social media is at the sole discretion of THE CAT, and THE CAT will not be prohibited from also carrying Advertisements for any product or business competitive to the product or business of the Advertiser.
10. THE CAT does not warrant the date or dates of airplay or website insertion of the Advertisement(s) and does not warrant that the Advertisement(s) will not be played or displayed after the end date specified. However, THE CAT will use reasonable efforts to comply with the Advertiser's wishes in these regards.
11. The Advertiser warrants that any Advertisement in relation to any investment or financial promotion (as defined under the Financial Services and Markets Act 2000) has been approved by an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001 or any other legislation subordinate to the Act.
12. Complaints concerning mistakes or problems with the Advertisement must be received in writing by THE CAT not more than 14 days after the first airplay or publication of the Advertisement, failing which the Advertisement shall be deemed to be accepted by the Advertiser.

LIABILITY

13. THE CAT will exercise reasonable care and skill in the handling, production and airplay or publication of the Advertisement but where the Advertisement is not promoted in the manner specified in the Contract (including failure to deliver the number of airplays provided in the Contract), whether through any failure (technical or otherwise) or negligent act or omission on the part of THE CAT or any third party, THE CAT's liability will be limited (at the option of THE CAT) to either:
 - (a) Playing the Advertisement (or a replacement Advertisement if provided by the Advertiser) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run and for such time as is necessary to generate a number of substitute airplays equal to the shortfall; or
 - (b) Refunding to the Advertiser that proportion of the amounts paid which relate to those Advertisements which were not provided or, if the relevant amounts were not paid by the Advertiser, agree that such amounts will not be due or payable.THE CAT shall not be liable for any indirect, special or consequential loss or damage arising from any failure to promote an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect promotion, any non-promotion or inaccurate reproduction of the Advertisement, whether caused by THE CAT's error or negligence or by any reason whatsoever. THE CAT shall not be liable whatsoever in respect of any error or omission in respect of promoting the Advertisement which is not notified to THE CAT in writing within one month of the actual start date of the Advertisement

CANCELLATION

14. The Advertiser may cancel any Contract prior to the agreed date of airplay of the Advertisement. However, THE CAT reserves the right to pass on any such charges as they may have already incurred in administration and/or voice over artists costs. Cancellation will be effective when written notice is received by THE CAT. THE CAT may cancel any Contract five working days prior to the agreed date of publication of the Advertisement.

CANCELLATION (Cont'd)

15. If the Advertiser cancels any Contract in accordance with Condition 13, he relinquishes any right to that series discount (if any) to which he was previously entitled and Advertisements will be paid for at the appropriate rate. A new invoice will be issued for any surcharges relating to Advertisements that have already been invoiced at the discounted rate. The payment date for any previous invoices remains unaffected.
16. If the Advertiser fails to provide THE CAT with written notice of cancellation of the Advertisement by the relevant deadline, the Advertiser shall remain liable for payment of the Advertisement.

COPY

17. Copy must be supplied by the Advertiser to THE CAT and/or its Production Agent by the last day for receiving Copy as stated by THE CAT, failing this, THE CAT cannot guarantee that proofs will be supplied or corrections made. Copy must be supplied to the Advertiser in compliance with the following terms:
 - a) Following an initial meeting to gain an understanding of the Advertisement required, in terms of text, layout, speech style & backing music THE CAT or its production agent will supply within 10 working days, either by hard or electronic copy, a sample text only script for the Advertiser's review.
 - b) Advertisers should then review this sample script and make any required amendments, returning the amended script to THE CAT or its production agent as soon as possible.
 - c) Following receipt of the amended script, THE CAT or its production agent will review the amendments and either: i) accept the changes or ii) offer advice as to the final script style.
 - d) Only after the Advertiser has accepted the confirmed sample script by returning THE CAT's Advertising Agreement will the script be passed to THE CAT's production team or agent.
 - e) Production of the agreed script will then take place and THE CAT or its production agent will, within 14 days, produce either sample WAV or MP3 audio file(s) and/or a website sample (if applicable) of the Advertisement and forward same to the Advertiser for their approval.
 - f) The Advertiser must then, within 5 working days, confirm acceptance to THE CAT of the final Advertisement. Only after this final approval is sent to THE CAT will the Advertisement be sent to the production team for scheduling. THE CAT does not warrant to schedule the Advertisement to any specific date but will make all reasonable endeavors to comply with the Advertiser's request. Any Contract that needs to have start and/or end dates amended, will have up to 5 working days prior to the campaign start date to do so. When a campaign has started, the end date may not be moved forward unless agreed to by THE CAT. For all Copy supplied, the Advertiser must adhere to the specification issued by THE CAT. In the event that the Advertiser's file(s) do not comply with the specification, THE CAT reserves the right in its absolute discretion to reject the Copy and the Advertiser will be asked to re-supply. If, due to technical, time or other reasonable constraints, THE CAT has to repair or rectify the file(s), THE CAT may (at its discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect.
18. Copy supplied to THE CAT by electronic means must be free from software viruses or any other malicious computer code or corruption which will harm THE CAT's computer systems
19. Advertiser's property, originals, artwork, type, mechanicals, positives etc. are held by THE CAT at the owner's risk and should be insured by the Advertiser against loss or damage from whatever cause. After performance of the Contract relating to such materials, the Advertiser shall be responsible for collecting all such materials which it requires from THE CAT's premises, failing which, THE CAT reserves the right to destroy all artwork, film, copy or other materials which has been in its possession for more than three months and no liability shall be attached to THE CAT in respect of such destruction

ADVERTISING

20. Except as otherwise expressly agreed in the Contract, the Advertiser acknowledges that THE CAT has not made any guarantees with respect to usage statistics or levels of impressions for any Advertisement. THE CAT provides the Advertiser with estimated usage statistics only as a courtesy to the Advertiser and THE CAT will not be held liable for any claims relating to any usage statistics however supplied. The Advertiser acknowledges that any listener / delivery statistics provided by THE CAT are the official, definitive measurements of THE CAT's performance on any delivery obligations agreed in the Contract. No other measurements or usage statistics (including those of the Advertiser or a third party ad server) will be accepted by THE CAT or have bearing on this Agreement.
21. In the event of any material breach of these Conditions by the Advertiser, uncured within 10 working days of notice thereof, THE CAT reserves the right to terminate this Agreement immediately, to withdraw the Advertisement accordingly, and to invoice the Advertiser for the full amount payable by the Advertiser notwithstanding that the term of the Contract may not yet be finished.

TERMS OF PAYMENT

22. a) Unless otherwise stipulated by THE CAT, payment is due to be received from the Advertiser within 14 days from date of the invoice. If the Advertiser defaults in making payment of any sums by the due date, THE CAT reserves the right to require immediate payment for all Advertisements booked by the Advertiser (failing which THE CAT shall be entitled to terminate the Contract forthwith by written notice to the Advertiser) and to require payment in advance for future bookings, and pending such payment to omit or suspend all or any Advertisements due to appear under an existing Contract with the Advertiser.
b) The Advertiser shall not set-off or claim to set-off for any reason whatsoever any sum or amount whether in dispute or agreed which may be payable by THE CAT to the Advertiser against any sum or amount whatsoever payable by the Advertiser to THE CAT.
23. THE CAT shall be entitled to charge interest on any outstanding balance owed at the rate of 4% above the Bank of England base rate from the date that the invoice became due for payment until the date it is paid in full.
24. Any queries concerning an invoice must be raised with THE CAT within 10 working days of the date of invoice.
25. Any advertising rates are subject to variation from any Government taxes and levies

GENERAL

26. The Advertiser expressly acknowledges that he has not relied on any representation made by or on behalf of THE CAT in entering the Contract.
27. The Advertiser may not assign or transfer any of its rights under these Conditions to any third party.
28. No person who is not a party to this Contract has any right under the Contracts (Right of Third Parties) Act 1999 to enforce any part of this Contract.
29. THE CAT and the Advertiser warrant that they will duly observe all their obligations under the Data Protection Act 1998 (as applicable) which may arise in connection with this Agreement.
30. These Conditions shall constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given.
31. Where the Advertiser for the purposes of these Conditions is an advertising agency, the Advertiser represents warrants and undertakes that it has full authority to enter into the Contract on behalf of, and to bind, the company whose products or services are being promoted.
32. THE CAT and Advertiser warrant that any information given to the other party which ought to reasonably be treated as confidential shall be treated as such and such information shall not be disclosed by either party without the prior written consent of the other.
33. THE CAT will not be held responsible for failure or suspension of the agreement where a condition of Force Majeure exists. Including but not limited to, loss of power at THE CAT facilities or data centers, disruption of electronic communication systems, and weather conditions that are condition yellow or above resulting in a failure of the service provided.
34. These Conditions and all other terms of the Contract shall be construed in accordance with the Laws of England and Wales and the parties submit to the jurisdiction of the English courts.