

## ADVERTISING AGREEMENT

<b>Company Name:</b>
<b>Address:</b>
<b>Postcode:</b>
<b>Telephone:</b>



SPEYSOUND RADIO LIMITED  
PO Box 7090  
Grantown on Spey PH26 9AH  
Tel: 01479 811888  
www.speysound.com  
admin@speysound.com

### PACKAGE DETAILS

Please select weekly pricing option:

- |                          |                       |
|--------------------------|-----------------------|
| <input type="checkbox"/> | 1 play per day £70    |
| <input type="checkbox"/> | 2 plays per day £126  |
| <input type="checkbox"/> | 4 plays per day £224  |
| <input type="checkbox"/> | 6 plays per day £294  |
| <input type="checkbox"/> | 8 plays per day £336  |
| <input type="checkbox"/> | 12 plays per day £420 |
| <input type="checkbox"/> | 24 plays per day £672 |

Campaign start date:

Campaign end date:

Please indicate preference:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Company will provide own advertisement               |
| <input type="checkbox"/> | Production of advertisement required (charge of £20) |

Please select times for broadcast:

- |                          |               |
|--------------------------|---------------|
| <input type="checkbox"/> | 00:00 – 06:00 |
| <input type="checkbox"/> | 06:00 – 10:00 |
| <input type="checkbox"/> | 10:00 – 12:00 |
| <input type="checkbox"/> | 12:00 – 14:00 |
| <input type="checkbox"/> | 14:00 – 17:00 |
| <input type="checkbox"/> | 17:00 – 20:00 |
| <input type="checkbox"/> | 20:00 – 00:00 |

select as many as required

### AGREED SCRIPT (only required for Speysound produced advertisements)

--

ADVERTISER	SPEYSOUND RADIO
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Date:</b>

Scripts must comply with OFCOM guidelines.

Speysound Radio reserves the rights in respect of advertisements produced on behalf of advertisers.

All prices exclude VAT.

FOR USE BY SPEYSOUND RADIO ONLY

Advertising Agreement Number:

## **TERMS AND CONDITIONS FOR RADIO ADVERTISING**

### **1. INTERPRETATION**

1.1 In these terms:

1.1.1 'Advertisement' means the advertisement, including any promotion, sponsorship jingle, or tagline with a maximum durations of 40 seconds:

(a) to be broadcast on a single occasion, or in a series, by the Broadcaster on its radio station;  
or

(b) for publication on the Broadcaster's website;

as specified on the Advertising Agreement.

1.1.2 'Advertiser' means the company or person (as the case may be) that is the distributor/owner of the product or service which is being promoted in the Advertisement;

1.1.3 'Agreement' means these terms and conditions, the Rate Card and the Advertising Agreement;

1.1.4 'Broadcaster' means SPEYSOUND RADIO LIMITED (Company No. SC155332) whose registered office is at Suite 5, Aviemore Shopping Centre, Grampian Road, Aviemore PH22 1RH;

1.1.5 'Buyer' means the person placing the order for an advertisement campaign with Broadcaster', whether such person is the Advertiser or the Advertiser's agency or media buyer;

1.1.6 'Campaign' means the promotional campaign detailed in the Advertising Agreement consisting of a series of Advertisements;

1.1.7 'Campaign Start Date' means the start date of the Campaign detailed in the Advertising Agreement or (if not detailed on the Advertising Agreement) the first date that an Advertisement is broadcast on the Broadcaster's radio station or is uploaded on its website;

1.1.8 'Intellectual Property' means any and all patents, trademarks, service marks, designs, utility models, unregistered or registered trademarks, business or trade names, copyright, design rights, know-how and all other similar rights of a corresponding nature;

1.1.9 'Material' means the content, notes and instructions provided by the Buyer for use in the Advertisements;

1.1.10 'Rate Card' means the Broadcaster's rate card in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, cancellation deadlines, and standard conditions;

1.1.11 'Term' shall have the meaning set out at clause 2.

1.2 This Agreement governs the terms on which Broadcaster shall deliver and create the Campaign for the Buyer.

### **2. TERM**

This Agreement commences on the date the Buyer signs or confirms (which may be via email) the Advertising Agreement and shall continue until the final Advertisement in the Campaign has been broadcast or is taken down from the Broadcaster's website (whichever is later) (the "Term").

### **3. THE CAMPAIGN**

- 3.1. The Broadcaster shall broadcast, publish and communicate the Advertisements to the public in accordance with the Advertising Agreement. In addition, if detailed in the Advertising Agreement, the Broadcaster shall develop and create the Advertisements for the Campaign.
- 3.2. The parties shall cooperate in good faith to ensure the Campaign is developed and delivered in accordance with the specifications and deadlines set out in the Advertising Agreement.
- 3.3. To the extent that the Broadcaster is responsible for the development and creation of Advertisements:
  - (a) the Broadcaster and the Buyer shall liaise in good faith to determine the concept and relevant details of each Advertisement prior to the Campaign Start Date;
  - (b) the Buyer shall provide the Broadcaster with all Material necessary for the Broadcaster to develop the Advertisement (in the format and style agreed with the Broadcaster in advance), at least 14 working days before the Campaign Start Date (unless otherwise agreed in writing), the Buyer acknowledges that a delay in providing Material to the Broadcaster will cause delay in the development and/or distribution of the Advertisements and the Broadcaster shall not be liable for any delay caused by the Buyer in these circumstances;
  - (c) the Broadcaster shall consult with the Buyer at material stages of the development process and submit the draft Advertisement to the Buyer for final approval (such approval not to be unreasonably withheld or delayed) prior to its scheduled broadcast or publication date;
  - (d) the Buyer must communicate its approval (or, if it does not approve, its comments) of the draft Advertisement as soon as possible, and in no more than 7 days, after it has received the draft Advertisement from the Broadcaster, failure to do so (non-communication) shall be deemed acceptance of the draft Advertisement;
  - (e) if the Buyer does not approve of the draft advertisement it must provide the Broadcaster with written details of any changes it requires and (provided such changes are not materially different from the detail set out in the Advertising Agreement) the Broadcaster shall use its reasonable commercial endeavours (subject to restrictions imposed by law of regulation) to comply with the Buyer's requested changes in time for the Campaign Start Date;
  - (f) if the Buyer delays providing its approval of or comments on the draft Advertisement the Buyer may cause delay in the Campaign Start Date or such other agreed time for publication or broadcast of the Advertisement (and the Broadcaster shall not be held responsible for such delay).

### **4. PARTIES' OBLIGATIONS**

- 4.1. The Broadcaster represents and warrants that:
  - (a) it is entitled to enter into this Agreement and to perform the obligations set out in it;
  - (b) in the fulfilment of its obligations under this Agreement, it shall comply with all applicable laws, rules and regulations governing the broadcast or communication to the public of advertising in the United Kingdom;
  - (c) it shall comply with all applicable laws, rules and regulations relating to data protection, anti-bribery, anti-corruption and anti-money laundering; and
  - (d) it shall perform its obligations under this Agreement in accordance with reasonably accepted industry practice.
- 4.2. The Buyer represents, warrants and undertakes that:
  - (a) it is entitled to enter into this Agreement and to grant the rights to Broadcaster as specified in this Agreement;
  - (b) in relation to each Advertisement, the Buyer contracts with Broadcaster as a principal notwithstanding that the Buyer may be acting for the Advertiser as an agent or media buyer;

- (c) it will give the Broadcaster written notice of any change of its name, trading style, identity or trading premises immediately (and in no more than 5 working days of such change);
- (d) all Material will (unless otherwise agreed, in writing) be delivered to Broadcaster in the format or medium notified to the Buyer by the Broadcaster:
  - (i) if the Buyer is providing its own material for an Advertisement, at least 3 working days before the Campaign Start Date; or
  - (ii) if the Broadcaster is writing and producing the material for an Advertisement (using the Buyer's Material), at least 14 working days before the Campaign Start Date;
- (e) it has obtained or will obtain clearance (and shall be responsible for all costs, royalties and expenses related to all third party rights) necessary for the exploitation of all Material it has provided to the Broadcaster for the purposes of the Campaign;
- (f) all information supplied to the Broadcaster or otherwise used in connection with or used within an Advertisement or Material is accurate, complete and true;
- (g) in respect of any Material submitted for broadcast or publication (whether on the Internet or on the radio) which contains the name or voice or a contribution made by a living person, the Buyer or the Advertiser has obtained the authority of such living person to make use of such name or voice or contributions;
- (h) in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or its contents have been approved by, an authorised person within the meaning of that Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001, or under any other legislation subordinate to the Act;
- (i) if the Buyer is entering this Agreement as agent on behalf of the Advertiser, the Buyer warrants that it is authorised by the Advertiser to enter into this Agreement and to place the Advertisement with the Broadcaster;
- (j) the Advertisement and/or Material is legal, decent, honest, accurate, complete and truthful and complies with all relevant laws, regulations and codes of practice in the United Kingdom;
- (k) the exercise by the Broadcaster of the Material for the Campaign will not violate or infringe any 3rd party Intellectual Property rights or any right of privacy, moral rights or constitute a libel or slander; and
- (l) in connection with this Agreement, it shall comply with all applicable laws, rules, regulations, decrees and/or official government orders relating to data protection, anti-bribery, anti-corruption and anti-money laundering.

4.3. The Broadcaster may, in its sole but reasonable discretion:

- (i) refuse to broadcast or publish an Advertisement or use any Material or, if a broadcast has already commenced it may refuse a future broadcast, or;
- (ii) require an Advertisement or any Material be amended or if the broadcast has already commenced it may require amendment to a future broadcast, and/or;
- (iii) require that an Advertisement is removed from the Broadcaster's website within 24 hours to:
  - (a) comply with any legal or moral obligations placed on the Broadcaster, the Buyer or the Advertiser;
  - (b) avoid infringing a third party's rights, any other codes published by the Advertising Standards Authority or any other relevant laws or regulation;
  - (c) to avoid/remedy the potential risk of bringing the Broadcaster into disrepute or harming its reputation; or
  - (d) to avoid breach of the Broadcaster's relevant brand guidelines.

4.4. The Broadcaster reserves the right (during the Term and for the purposes of the Campaign) to broadcast or publish (whether on its website or on its radio station) any Material previously supplied by the Buyer.

- 4.5. The Broadcaster's rejection of any Advertisement or Material pursuant to the provisions of clause 4.3 shall not incur any liability whether to the Buyer or any third party.
- 4.6. The Broadcaster will use reasonable efforts to comply with the wishes of the Buyer and commits to providing the number of radio spots detailed in the Advertising Agreement, it does not warrant that the time, date or the quality of the Advertisement will be exactly as requested by the Buyer or as set out in the Advertising Agreement.
- 4.7. The Broadcaster will not be liable for any loss of materials (including the Materials) in relation to the Advertisement, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.
- 4.8. The Broadcaster reserves the right to change its scale of Advertisement rates at any time provided it provides the buyer with reasonable written notice.

## **5. CANCELLATION**

- 5.1. If the Broadcaster receives written notification that the Buyer wishes to cancel the Campaign or the broadcasting of a particular Advertisement, at least 7 working days prior to the Campaign Start Date (or the date the relevant Advertisement is due to be broadcast), the Buyer will only be liable to pay the cost of any commercial production the Broadcaster has undertaken prior to cancellation. The relevant cost of such commercial production shall be notified to the Buyer, in writing, following cancellation if this is different to that stated in the Advertising Agreement. Any cancellation which is less than 7 working days before the Campaign Start Date, regardless of when the Campaign was booked, shall not (even if followed by the Broadcaster) affect the Buyer's liability for payment for the Advertisement in accordance with clause 6.
- 5.2. The Broadcaster reserves its right to withdraw, or adjust at its discretion, any discount given to the Buyer for a Campaign if it is not completed because of any stop order or cancellation by the Buyer.

## **6. CHARGES AND PAYMENT**

- 6.1. The price payable to the Broadcaster for the Campaign shall be the price specified in the Advertising Agreement and/ or in accordance with the Rate Card. Payment for the Campaign shall be invoiced by the Broadcaster when the Campaign is agreed (as indicated by signing the Advertising Agreement or email confirmation that the Campaign is agreed) and is due in clear funds before the Campaign Start Date, unless the Broadcaster has agreed with the Buyer, in writing, to allow it credit, in which case payment shall be due within 30 days of the date of Broadcaster's invoice.
- 6.2. Payment must be made to Broadcaster by:
  - (a) cheque delivered (with receipt acknowledged) to its principal place of business (or to another premises as the Broadcaster may specify in writing); or
  - (b) BACS or other electronic transfer to the Broadcaster's bank account, as detailed on its invoice.
- 6.3. All rates and charges payable under this Agreement are exclusive of Value Added Tax which shall be payable in addition at the rate from time to time in force.
- 6.4. For the purposes of this Agreement, time of payment shall be of the essence.

## **7. INTELLECTUAL PROPERTY**

- 7.1. All Intellectual Property (including any advertising material originated or developed by the Broadcaster under this Agreement) which is owned or licensed by the Broadcaster will at all times remain the Broadcaster's property and nothing in this Agreement shall be deemed or construed as an assignment by the Broadcaster to the Buyer or the Advertiser of any Intellectual Property rights owned by the Broadcaster and all rights arising or generated by any such Intellectual Property will accrue to and inure to the benefit of the Broadcaster. The Buyer must obtain the Broadcaster's written consent to use any of its Intellectual Property in the future and reserves the right to charge the Buyer for such use.
- 7.2. The Advertiser and/or Buyer hereby grants the Broadcaster a non-exclusive, royalty-free licence during the Term to:
- (a) use and reproduce the Advertiser's Intellectual Property (contained in any completed Advertisement provided for the purposes of the campaign or in any Material) for the purposes of uploading and displaying any Advertisements or Material provided by the Advertiser onto The Broadcaster's website or broadcasting it on its radio station;
  - (b) if the Broadcaster is creating the Advertisement, for the purposes of creating such Advertisement and uploading it on the Broadcaster's website or broadcasting it on its radio station;
  - (c) or for any other purpose in connection with the fulfilment of the Broadcaster's obligations under this Agreement.
- 7.3. At the end of the Term, the Broadcaster shall no longer be entitled to use the Advertiser's Intellectual Property, save that the Advertiser hereby grants the Broadcaster a perpetual licence to use the Material used for the Campaign for the Broadcaster's internal business uses and to promote its advertising services to other potential advertisers.
- 7.4. All Intellectual Property belonging to the Advertiser shall at all times remain vested in the Advertiser and nothing in this Agreement shall be construed as an assignment by the Advertiser of any Intellectual Property rights owned by the Advertiser and all goodwill and rights arising in or generated by any such intellectual property will accrue to and inure to the benefit of the Advertiser.

## **8. LIMITATION OF LIABILITY**

- 8.1. This section sets out the entire liability of a party to the other and, except as provided in this section, all other liability is excluded.
- 8.2. It is the responsibility of the Buyer to check the correctness of each draft Advertisement (and any repeats) when it is provided to it by the Broadcaster for approval. The Broadcaster will not be responsible for any errors (or the repetition of an error in an Advertisement ordered for more than one radio broadcast or website publication) in Advertisements approved by the Buyer unless it is notified immediately and in writing and, if following such notification the Broadcaster fails to remove the Advertisement from its website or continues to repeat the Advertisement in its radio broadcasts. If the error was caused by Broadcaster then the Broadcaster's liability shall be limited to either:
- (a) crediting the Buyer a proportion of the total charge for the Advertisement calculated on a pro-rata basis for the number of broadcasts containing the error or for the number of days in which the Advertisement was live on the Broadcaster's website; or
  - (b) broadcasting a corrected Advertisement or correcting the Advertisement on the Broadcaster's website without charge.
- 8.3. Any complaint, claim or query (whether in relation to the Advertisement or the invoice) must be raised with the Broadcaster in writing within 10 days following (as the case may be):
- (a) the broadcast of the Advertisement;
  - (b) the date on which it is claimed the Advertisement should have been transmitted;
  - (c) the date on which the Advertisement should or has been live on the Broadcaster's website; or

(d) the date of receipt by the Buyer of the invoice giving rise to the complaint, claim or query. Such complaint, claim or query shall not affect the liability of the Buyer for payment to the Broadcaster for charges due for that and all other Advertisements.

- 8.3. The Broadcaster shall not be liable to the Buyer for the failure, corruption, interruption, downtime, virus or malfunction of the radio station or website specified in the Advertising Agreement or for any delay in the broadcast of the Advertisement.
- 8.4. Notwithstanding any other terms in this Agreement, if the Broadcaster requests the Buyer to amend any Material then the Buyer shall provide such amended Material within 7 days (or such other reduced timeframe) to ensure that all Material is received 3 days before the Campaign Start Date.
- 8.5. The Broadcaster will not be liable to the Buyer if the success of the Campaign is less than anticipated.
- 8.6. The Buyer will indemnify the Broadcaster and shall keep the Broadcaster fully and effectively indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms of this Agreement. If the Buyer is an agent for the Advertiser, the Buyer shall indemnify the Broadcaster against any claim made by the Advertiser against the Broadcaster, that it is not authorized to enter this Agreement on the Advertiser's behalf.
- 8.7. Nothing in this Agreement limits or excludes the liability of a party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 8.8. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.9. A party shall not be liable to the other for loss of profits, business, goodwill and/or similar losses or loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.10. The Broadcaster's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Advertisement concerned.

## **9. TERMINATION**

- 9.1. The Broadcaster may terminate this Agreement at any time and without reason by serving 30 days written notice to the Buyer.
- 9.2. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, if a party:
  - (a) commits a material breach of this Agreement which is not capable of remedy or, if capable of being remedied, is not remedied within 15 days of the non-breaching party giving written notice to the other giving details of the breach, requiring its remedy;
  - (b) suspends, threatens to suspend, admits inability or is deemed unable to make payment of its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
  - (c) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a solvent amalgamation of the company with one or more other companies or the solvent reconstruction of that party; or

- (d) files a petition, gives a notice, passes a resolution, or makes an order, for or in connection with its winding up other than for the sole purpose of a solvent amalgamation with one or more other companies or for solvent reconstruction; or
- (e) makes an application to court or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the party; or
- (f) has a person who has become entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or
- (g) (if the party is an individual), is the subject of a bankruptcy petition or order; or
- (h) has a creditor who attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (i) any event occurs, in any jurisdiction, to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause, 37; or
- (j) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (k) (if the party is an individual), dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (l) has a change of control or ownership;
  - (i) in the case of the Buyer, the Broadcaster shall be entitled:
    - to suspend the Campaign from broadcast or to remove Advertisements from its website until the breach is remedied; or
    - to terminate this Agreement without liability to the Buyer immediately by giving written notice to the Buyer (without prejudice to any remedy available to the Broadcaster for any antecedent breach); and
    - in any such event, any balance of the price which is outstanding shall become due and payable by the Buyer immediately;
  - (ii) in the case of the Broadcaster, the Buyer may terminate this Agreement without liability to the Broadcaster immediately by giving written notice to the Broadcaster.

9.3. In the event of expiration or termination of this Agreement, all rights and obligations of the parties and the licences granted herein shall cease to have effect and the Broadcaster shall no longer be permitted to use the Advertiser's Intellectual Property (save for as set out at clause 7.3).

9.4. In addition to the provisions above, the Broadcaster shall also be entitled to:

- charge a £25 administration charge if any cheque drawn in its favour by the Buyer in purported satisfaction of any unpaid invoice is dishonoured on presentation; and
- charge interest on any outstanding payments at the rate of 2% per annum above the base rate of Barclays Bank plc accruing from and including the date that payment fell due until and including the date of actual payment, both before and after judgment; and/or
- instruct a debt collection agency to recover any sum due and in that case all charges incurred by the Broadcaster as a result of such instruction shall be payable by the Buyer in any event;

All additional charges are payable within 7 days following delivery of the Broadcaster's invoice.



## **10. DATA PROTECTION**

- 10.1. The Buyer acknowledges and consents to details of the Buyer's name, address, payment record and if the Buyer is an individual to personal data (as defined under the Data Protection Act 1998) being processed by the Broadcaster. If Buyers are partners in a partnership or individuals trading as an unincorporated business, this clause applies to the partners in such partnership and the proprietors of such unincorporated business.
- 10.2. Any personal data transferred to the Buyer by the Broadcaster pursuant to its obligations under this Agreement shall be the Broadcaster's property and the Buyer warrants that:
- (a) no personal data shall be disclosed to third parties (save to employees or to the extent required by law);
  - (b) unless the Broadcaster grants its express consent and such consent is detailed in the Advertising Agreement, no personal data shall be used for marketing of the Advertisers or Buyer's products or services;
  - (c) no personal data shall be transferred outside the European Economic Area without the Broadcaster's prior written consent;
  - (d) it shall, with respect to any use made or storage of personal data transferred to it by the Broadcaster, comply with the United Kingdom Data Protection Act.
- 10.3. The Broadcaster shall comply with all relevant legislation governing the processing and transfer of personal data at all times.

## **11. CONFIDENTIAL INFORMATION**

- 11.1. The terms of this Agreement (but not its existence) and any other information notified by one party to the other shall be kept strictly confidential at all times unless required by law, court order of a competent jurisdiction, in which event the disclosing party shall notify the other party shall notify the other party as promptly as possible (and, if at all possible, prior to the making of any such disclosure) and shall use its reasonable commercial endeavours to ensure that such information continues to be treated as confidential. Notwithstanding the foregoing, the parties shall be entitled to disclose any such confidential information on a "need-to-know" basis under the same obligations of confidentiality as in this Agreement, to its professional advisors, employees, officers, contractors, agents and affiliated companies.

## **12. GENERAL**

- 12.1. The placing of an order for the broadcast of an Advertisement (and/or the display of an Advertisement on the Broadcaster's websites) shall amount to an acceptance of this Agreement.
- 12.2. No waiver or indulgence by the Broadcaster shall be effective save in relation to the matter in respect of which it was specifically given.
- 12.3. These terms and conditions shall apply to each agreement for an Advertisement together with such additional terms (if any) as may be set out in the Broadcaster's Rate Card and/or Advertising Agreement.
- 12.4. The Buyer may not assign this Agreement in whole or in part.
- 12.5. These terms and conditions together with the Rate Card and the Advertising Agreement constitute the whole agreement between the Broadcaster, the Buyer and the Advertiser concerning the Advertisement and supersede all previous agreements relating to their subject matter. The Buyer acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms and conditions, the Rate Card or Advertising Agreement. If there is any conflict between these terms and conditions, the Rate Card and the Advertising Agreement, the Advertising Agreement shall prevail.

- 12.6. A person who is not a party to this Agreement shall have no rights to enforce any of its terms whether under the Contracts (Rights of Thirds Parties) Act 1999, or otherwise.
- 12.7. This Agreement which incorporates these terms shall be construed under and governed by the law of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts.