

STANDARD AIRTIME TERMS AND CONDITIONS

1. Definitions

1.1. In these terms and Conditions and in the Deal Memorandum referred to herein words and expressions shall have their ordinary meaning unless otherwise defined below:

"Actual Delivery" means the Consolidated Viewing delivered by the Broadcaster in respect of any Booking as reported by BARB following transmission of any Advertisement Copy;

"Actual Expenditure" means such sum as a Purchaser spends with the Broadcaster in respect of Airtime during the Term after deduction of VAT and any other sales tax or duty payable in respect of the purchase of Airtime;

"Advance Booking Deadline" means the date(s) specified as such in the Deal Memorandum;

"Advertisement" or Advertising" means any form of announcement broadcast whether in return for payment or for similar consideration or broadcast for self-promotional purposes by a public or private undertaking or natural person in connection with a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, rights and obligations;

"Advertisement Copy" means an Advertising message intended for transmission by the Broadcaster and, where the context so admits, includes any tape or other means of its storage or communication and includes Repeat Copy;

"Agency" means an advertising agent or agency, being a person, firm or company carrying on business involving the purchase of Airtime;

"Airtime" means Advertising Airtime on television (excluding any interactive or sponsorship elements);

"Airtime Credits" means the Broadcaster Airtime Credits and/or Purchaser Airtime Credits;

"Applicable Laws" means all national and international laws, rules, regulations, standards and codes of practice (including the BCAP Code and codes issued by any governmental or regulatory authority), and all applicable industry standards, and standards determined by any regulatory body which apply from time to time to any person or activity in the circumstances in question;

"Approved Purchaser" means a Purchaser approved for credit by the Broadcaster from time to time;

"BARB" means the Broadcasters' Audience Research Board Limited, a company incorporated in England and Wales (Company No. 3611026) and having its registered office at 2nd Floor, 18 Dering Street, London W1S 1AQ, or any successor body;

"BCAP" means the Broadcast Committee of Advertising Practice;

"BCAP Code" is the Code written by BCAP and includes any guidance notes published by BCAP in relation thereto;

"Booking" means an offer from a Purchaser for the purchase of Airtime on a Booking Form;

"Booking Agreement" shall have the meaning set out in clause 4.2 of these terms and conditions;

"Booking Form" means the appropriate standard form or any other form of writing that is accepted by the Broadcaster as communicating a Booking;

"Broadcaster" means either or both of STV Central and STV North as the context so admits and as may be specified in the Deal Memorandum;

"Broadcaster Airtime Credits" means the over-delivered value of the number of TVRs (expressed as National Ratecard Price less any applicable Discount or plus any applicable Premium as appropriate) by which Actual Delivery exceeds Deal Delivery;

"Calendar Year" shall mean any period of twelve months commencing on 1st January;

"Campaign" means all or part of the Airtime within a Booking Agreement which relates to a single burst of activity for a single product or service for a single promotional purpose;

"Clearcast" means Clearcast Limited, a company incorporated in England and Wales (Company No. 6290241) or any successor body;

"Consolidated Viewing" means the total of real time (at transmission time) and timeshift viewing (including VOSDAL and non VOSDAL) occurring within seven days of first transmission;

"Daypart" means part of the day specified by the Broadcaster;

"Deal Delivery" means the TVRs or Spots agreed to be delivered by the Broadcaster to the Purchaser under a Booking Agreement;

"Deal Memorandum" means the document or documents containing specific commercial terms for the sale and purchase

of Airtime during the Term forming part of the Term Agreement;

"Demograph" means an audience type defined by age or social classification or a combination thereof as defined by BARB and any Demograph specified in any agreement of which these Terms and Conditions form part shall have the meaning ascribed to it by BARB;

"Discount" means any credit for additional Airtime to be applied to the National Ratecard Price specified in the Deal Memorandum;

"grossed up equivalent" means, in relation to a sum, that sum multiplied by 100 and divided by 85.

"Force Majeure Event" means an event, inability or delay that is caused by circumstances beyond the relevant party's reasonable control and which cannot be cured by measures which might reasonably be taken in the course of that relevant party's business, including war, terrorism, riot, civil commotion, accident, breakdown, damage to machinery or equipment or technology, fire, floods, acts of God, regulatory, legislative or administrative interference, ruling or decision provided that no circumstance or cause shall be considered to be beyond the control of a party if it arises as a result of a party's failure to take reasonable care. For the avoidance of doubt, the loss of a client or a client's brand by an Agency shall not be deemed to be a Force Majeure Event;

"Impact" means a single viewing of any Advertisement Copy in any relevant period as reported by BARB;

"National Ratecard Price" means the price for Airtime specified in the Ratecard before application of any Discount calculated as:

$$\frac{\text{Total Net Advertising Revenue for Area} \div 0.738}{(30\text{-second Equivalent Impacts (for the relevant Target Audience)} \div 1000)}$$

"net" means 0.85 of the gross;

"Net Advertising Revenue" means monthly Advertising revenue as declared by the Broadcaster to Ofcom;

"Non-Approved Purchaser" means a Purchaser not approved for credit by the Broadcaster;

"Ofcom" means the Office of Communications or any other body that assumes its regulatory role;

"Over delivery" occurs when Actual Delivery under a Booking Agreement is more than Deal Delivery;

"Package" means a Spot or a collective series of Spots sold across a given period of time;

"Premium" means any additional charge or price over and above the National Ratecard Price that the Broadcaster may specify as being applicable to any Bookings from time to time;

"Purchaser" means a Purchaser of Airtime and is the legal person identified as such in the Deal Memorandum;

"Purchaser Airtime Credits" means a credit from the Broadcaster to the value of the number of TVRs (expressed as National Ratecard Price less any applicable Discount or plus any applicable Premium as appropriate) that have been Under delivered;

"Purchaser's Commitment" means the minimum commitments made by the Purchaser in relation to Share of Broadcast Revenue and/or cash spend set out in the Deal Memorandum;

"Purchaser Budget" means, in relation to circumstances to which clauses 7.4 to 7.6 apply, the gross of the amount in cash paid by the Purchaser to the Broadcaster for Airtime (excluding VAT) during the Term; and in all other cases means the net amount in cash paid (excluding VAT);

"Repeat Copy" means Advertisement Copy transmitted previously by the Broadcaster pursuant to another Booking Agreement;

"Specials" means programmes determined by the Broadcaster, in its absolute discretion, as being of a premium nature and includes (by way of example and not exhaustive list) feature films, prime programming such as series finales, unique programming and events of national, sporting or other significance;

"Spot" means one specific portion of Airtime identified by the Broadcaster as available for purchase for Advertising;

"Standard Time Length" means ten (10) seconds or a multiple of ten (10) seconds;

"Strike Weights" means requested timing of the distribution of Airtime over the period of any Campaign;

"STV Aberdeen Micro Region" means the STV Micro Region for Aberdeen;

"STV Central" means STV Central Limited, a company incorporated in Scotland (Company No. SC172149) having its registered office at Pacific Quay, Glasgow, G51 1PQ;

"STV Central Region" means STV Central's Ofcom licensed broadcast region of Central Scotland (by digital transmission);

"STV Dundee Micro Region" means the STV Micro Region for Dundee;

“**STV Edinburgh Micro Region**” means the STV Micro Region for Edinburgh;

“**STV Glasgow Micro Region**” means the STV Micro Region for Glasgow;

“**STV Macro Region**” means the STV North Region and the STV Central Region together;

“**STV Micro Region**” means any of the STV Aberdeen, STV Dundee, STV Glasgow and STV Edinburgh micro regions;

“**STV North**” means STV North Limited, a company incorporated in Scotland (Company No. SC35733) having its registered office at Pacific Quay, Glasgow, G51 1PQ;

“**STV North Region**” means STV North’s Ofcom licensed broadcast region of Northern Scotland (by digital transmission);

“**Target Audience**” means a Demograph within a particular area;

“**Technical Delivery Code**” means the Broadcaster’s technical delivery requirements for Advertisement Copy, from time to time;

“**Territory**” means in the case of STV Central, the Ofcom licensed broadcast region of central Scotland and in the case of STV North, the Ofcom licensed broadcast region of northern Scotland;

“**Term**” means the period defined as such in the Deal Memorandum;

“**Time-Length**” means the duration of a Spot;

“**TVRs**” means the percentage of the Target Audience for the Advertisement Copy purchased by the Purchaser;

“**Under Delivery**” occurs where Actual Delivery is less than Deal Delivery;

“**Underspend**” occurs where, at the end of the Term the Purchaser Budget is less than the Purchaser Commitments;

“**Volume Commitment**” means the commitment by the Purchaser to spend at least the amount (in cash) with the Broadcaster as may be set out in the Deal Memorandum;

“**VOSDAL**” means viewing on the same day as the live transmission other than viewing the live transmission;

“**Working Day**” means any day other than a Saturday or Sunday or any other day which is a public or bank holiday in Glasgow;

“**Term Agreement**” means the agreement comprising the Deal Memorandum and these Terms and Conditions;

“**30-second Equivalent Impacts**” means Impacts weighted in accordance with the following factors:

Time-Length	National Weighting Factor	Regional Micro Package Weighting Factor
10 seconds	0.500	0.550
20 seconds	0.833	0.850
30 seconds	1.000	1.000
40 seconds	1.333	1.350
50 seconds	1.666	1.670
60 seconds	2.000	2.000

Any Spot over 60 seconds will be weighted pro rata to the 60 seconds factor.

2. Interpretation

- 2.1. In these Terms and conditions unless otherwise expressly stated:
 - 2.1.1. any reference to a “party” or “parties” means a party or the parties set out in the Deal Memorandum;
 - 2.1.2. references to clauses are references to the clauses of the Terms and Conditions;
 - 2.1.3. references to any enactment is deemed to include references to such enactment as re-enacted, amended or extended and to any subordinate legislation made under it;
 - 2.1.4. headings are inserted for convenience only and must be ignored in construing the Terms and Conditions;
 - 2.1.5. any phrase introduced by the terms “including” or “in particular”, or any cognate expression, will be construed as illustrative and not limiting of any preceding words; and
 - 2.1.6. references to the singular include the plural and vice versa.

- 2.2. If there is any conflict between the Terms and Conditions and the Deal Memorandum, the Deal Memorandum shall prevail.

3. The Purchaser liable as principal

- 3.1. The Purchaser contracts with the Broadcaster as principal in all respects. The Purchaser shall be liable to the Broadcaster for the payment of all sums due to the Broadcaster under a Booking Agreement.
- 3.2. The Broadcaster shall not be liable, in any circumstances, to pay any commission to the Purchaser.

4. Booking Agreement

- 4.1. A Booking is subject to acceptance by the Broadcaster and may be accepted by the Broadcaster either in writing (including electronically) or by the provision of Airtime.
- 4.2. These Terms and Conditions, the Deal Memorandum and a Booking Form accepted by the Broadcaster in accordance with clause 4.1 above shall together comprise the terms upon which Airtime is bought and sold, from time to time (a "Booking Agreement").
- 4.3. Following conclusion of each Booking Agreement, the Broadcaster will schedule the Airtime in accordance with clause 9 below.

5. Purchaser's Commitment

- 5.1. The Purchaser undertakes to the Broadcaster that the Purchaser Budget during the Term shall be not less than the Purchaser's Commitment.
- 5.2. If there is Underspend the Broadcaster and the Purchaser shall seek to agree terms under which Airtime is bought and sold for the period following the Term which terms shall allow for such Underspend to be carried forward and paid in full over the term of that agreement. In the absence of agreement the Broadcaster shall be entitled forthwith to recover the amount of any Underspend from the Purchaser as a debt.

6. Specials

- 6.1. Discounts shall not apply to Specials. The Broadcaster shall be entitled to determine rates applying to the booking of Airtime during or around Specials in its absolute discretion and without regard to Discounts.

7. Deal Delivery

- 7.1. Indications of National Ratecard Price made or given by the Broadcaster prior to transmission are estimates only and are not binding on the Broadcaster. Delivery of fewer or greater TVRs than may be estimated is to be expected. If the National Ratecard Price is greater than estimated, the amount paid by a Purchaser under a Booking Agreement (except where a fixed number of Spots or TVRs is purchased for an agreed price) will purchase less TVRs and if the National Ratecard Price is less than estimated, the amount paid by a Purchaser under a Booking Agreement (with the same exceptions) will purchase more TVRs;
- 7.2. National Ratecard Price will be determined by the Broadcaster following transmission with regard to (i) the Net Advertising Revenue and (ii) the number of Impacts during the relevant month.
- 7.3. Clauses 7.4 to 7.6 inclusive shall not apply;
- 7.3.1. where the Purchaser purchases a fixed number of Spots or TVRs for an agreed price;
- 7.3.2. if the Purchaser is not an Approved Purchaser;
- 7.3.3. if the arrangements under the Deal Memorandum are line by line; or
- 7.3.4. if the Booking Agreement is in respect of any region other than the STV Macro Region.
- 7.4. In the event of Under Delivery the Purchaser shall be entitled to a Purchaser Airtime Credit. In the event of Over Delivery the Broadcaster shall be entitled to a Broadcaster Airtime Credit.
- 7.5. Purchaser Airtime Credits and Broadcaster Airtime Credits shall be reconciled at the end of the Term.
- 7.6. Following such reconciliation the parties will, in good faith, seek to agree terms under which Airtime is bought and sold for the period following the Term which terms shall permit the entitled party to receive value for the reconciled Airtime Credits over the term of that agreement. In the event of such agreement, or in the event of no agreement, all the Airtime Credits between the parties, and their value, shall be extinguished and neither party shall have any claim against the other in respect of Airtime Credits or any value that may have been attributed to them prior to such value having been extinguished.

8. Advertisement Copy

- 8.1. Advertisement Copy must comply with all Applicable Laws, satisfy the Technical Delivery Code and be approved for transmission by Clearcast and the Broadcaster. Such approval shall not, in any way, prejudice

the Broadcaster's right to decline to transmit Advertisement Copy.

- 8.2. The Purchaser shall not alter Advertisement Copy that has been approved for transmission.
- 8.3. Advertisement Copy, compliant with 8.1, shall be delivered to the Broadcaster at least two (2) Working Days prior to the date of the intended transmission ("the Delivery Date"). The Broadcaster may, in its discretion and without liability to the Purchaser, refuse to accept delivery of Advertisement Copy that is not compliant with 8.1 and of Advertisement Copy that, although compliant with 8.1, is delivered to the Broadcaster after the Delivery Date and, in either event, shall be entitled to payment in full.
- 8.4. The Purchaser shall notify the Broadcaster forthwith in writing of any changes to Applicable Laws or otherwise occurring after approval for transmission that renders, or could render, Advertisement Copy non-compliant with Clause 8.1. In the event of such non compliance the Purchaser shall deliver compliant Advertisement Copy, of new, to the Broadcaster in accordance with the first sentence of Clause 8.3.
- 8.5. Where a campaign comprises more than one Advertisement Copy (or variations thereof) the Broadcaster will use reasonable endeavours to transmit them in the Purchaser's preferred order of transmission.
- 8.6. Unless the Broadcaster otherwise agrees Advertisement Copy shall be of a Standard Time-Length.
- 8.7. The Broadcaster shall take reasonable care of Advertisement Copy delivered to it but does not accept liability for loss of, or damage to, Advertisement Copy howsoever caused and the risk of loss of, or damage to, Advertisement Copy shall remain with the Purchaser at all times.
- 8.8. Unless the Broadcaster agrees otherwise in writing, the Broadcaster may destroy or otherwise dispose of Advertisement Copy without further reference to the Purchaser upon the expiry of three months from the later of the date of its (i) delivery to the Broadcaster (if not transmitted within that time) and (ii) last transmission.

9. Dates/Times of Transmission

- 9.1. The Broadcaster will have regard to any dates, Dayparts, or Strike Weights requested by the Purchaser but cannot guarantee to meet the Purchaser's requests and reserves total discretion to schedule, vary, or re-schedule Airtime under a Booking Agreement.
- 9.2. Where a Purchaser purchases TVRs on the STV Macro region the Broadcaster reserves the right to deliver up to ten percent (10%) on a STV Micro Region.
- 9.3. In the event, for whatever reason, of partial transmission of any Advertisement Copy the Broadcaster shall transmit the Advertisement Copy on another date of its choosing and shall have no further liability at all to the Purchaser arising out of such partial transmission.
- 9.4. Transmission of Advertisement Copy in error, through no fault of the Purchaser, shall not constitute a breach of any Booking Agreement.

10. Warranties and Indemnity

- 10.1. The Purchaser warrants and undertakes to the Broadcaster in relation to each Advertisement Copy delivered by it to the Broadcaster both at the time of delivery and, absent notification in terms of 8.4 in relation to all Advertising Copy and immediately prior to each transmission of Advertisement Copy;
 - 10.1.1. the Advertisement Copy complies with all Applicable Laws and the Technical Delivery Code;
 - 10.1.2. the Advertisement Copy, or the transmission thereof, does not infringe the rights of any third party;
 - 10.1.3. all consents, licences and fees required in relation to the transmission of the Advertisement Copy have been obtained and paid;
 - 10.1.4. the Advertisement Copy is not in breach of, or contrary to, any common law, statute, regulation or code of practice, is not defamatory of, or racist, sexist, threatening or menacing towards, any person or group of people, is not obscene and does not or is not likely to cause distress or offence to any person; and
 - 10.1.5. it shall not without the prior written consent of the Broadcaster publish any information in connection with the Airtime.
- 10.2. The Purchaser undertakes to the Broadcaster that it will indemnify and keep the Broadcaster indemnified both during and after the Term against all loss arising out of or in connection with;
 - 10.2.1. any breach of the warranties and undertakings in clause 10.1;
 - 10.2.2. any failure to inform or other giving rise to a breach of clause 8.4; or

- 10.2.3. the use, recording, transmission or broadcasting of any Advertisement Copy delivered to the Broadcaster pursuant to a Booking Agreement, howsoever caused.

11. Payment for Accounts

- 11.1. Where the Purchaser is not an Approved Purchaser payment shall be made immediately following Booking and, in any event no later than ten (10) days prior to the intended first date of transmission whichever is the later. The Broadcaster shall not, without prejudice to its other rights and remedies under any agreement of which these Terms and Conditions form part or otherwise at law, be under any obligation to transmit any Advertisement Copy in respect of which payment has not been so made and shall have no liability to the Purchaser for not doing so.
- 11.2. Payment by an Approved Purchaser shall be made no later than the twenty-fifth (25th) day of the month following the month in which the invoice is raised. In the event that payment is not so made, payment of all other invoices issued by the Broadcaster to the Purchaser shall be made in accordance with clause 11.1 as if the Purchaser was not an Approved Purchaser.
- 11.3. Interest shall accrue on sums due beyond their due date at the rate of three percent (3%) above the base lending rate of The Royal Bank of Scotland plc from time to time.
- 11.4. The Purchaser shall notify the Broadcaster of any query in respect of an invoice within 5 days of its receipt of it. In that event the Broadcaster shall investigate and determine the query.

12. Cancellation, Deferral or Late Booking of Airtime

- 12.1. The Broadcaster, in its absolute discretion, may consider requests in writing from a Purchaser to cancel a Booking Agreement, or part thereof. For the avoidance of doubt the Broadcaster may decline such request. Where it accepts such request and agrees to a cancellation the Purchaser shall pay to the Broadcaster the following proportions of the budget for the Booking Agreement, or cancelled part thereof, depending on how much prior to the date of first transmission of the relevant Advertisement Copy the request is made:
- 12.1.1. more than four (4) weeks; 50%;
- 12.1.2. more than two (2) weeks but not more than four (4) weeks; 60%;
- 12.1.3. more than one (1) week but not more than two (2) weeks; 75%; and
- 12.1.4. a week or less; 100%.
- 12.2. The Broadcaster, in its absolute discretion, may consider requests in writing from a Purchaser to vary a Booking Agreement, or part thereof, by the postponement of the transmission of Advertisement Copy or Campaign. For the avoidance of doubt the Broadcaster may decline such requests. Any acceptance of such a request shall be conditional upon the Purchaser having (i) paid for the postponed Airtime, (ii) re-booked to a date not more than three (3) calendar months after the date of the postponement and, in any event, within the same Calendar Year as the completion of the Booking Agreement; and (iii) paid to the Broadcaster a further sum equivalent to thirty (30) percent of the budget for the postponed Airtime.
- 12.3. The Purchaser acknowledges that the charges set out in this clause 12 are a genuine pre-estimate of the losses likely to be suffered by the Broadcaster.

13. Termination

- 13.1. Without prejudice to its other rights and remedies, either Party may terminate the Term Agreement and/or any Booking Agreement at any time by giving notice in writing to the other party if:
- 13.1.1. the other party commits a material breach of any provision of such agreement and provided that in the event that such breach is capable of remedy, that party fails to remedy the same within ten (10) Working Days after receipt of a written notice from the other party giving full particulars of the breach and requiring it to be remedied; or
- 13.1.2. a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, bankruptcy or dissolution of the other party or if the other party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- 13.1.3. the other party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or if a receiver or administrative receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment or if an administration order is made in relation to the other party.
- 13.2. Termination or expiry of the Term Agreement or of any Booking Agreement shall not affect any rights of either party in respect of any antecedent breach of the Term Agreement by the other party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either party.

14. Liability

- 14.1. Subject to clause 14.3, neither party shall be liable to the other, whether in delict, contract or otherwise, for any anticipated or actual loss of profit, loss of opportunity, loss of goodwill and/or any loss which is indirect, consequential or economic or which, whether or not it in practice arises as a direct and natural result of a breach of the Term Agreement or any Booking Agreement, was not at the time the Agreement was made, a reasonably foreseeable result of such a breach. For the avoidance of doubt, nothing in this clause 14 shall exclude or limit the Purchaser's liability to make payments contractually due to the Broadcaster under a Booking Agreement or otherwise.
- 14.2. Subject to clause 14.3, the Broadcaster's maximum aggregate liability for any loss or damage in respect of any claims arising out of any Booking Agreement whether in contract, delict or otherwise shall not exceed the total amount received by the Broadcaster from the Purchaser in cleared funds (excluding VAT) for the purchase of Airtime under that Booking Agreement. The Purchaser acknowledges and accepts that the Broadcaster shall have no further liability to the Purchaser under that Booking Agreement.
- 14.3. Nothing in the Term Agreement or any Booking Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing the Term Agreement and any Booking Agreement in respect of any fraud.
- 14.4. Except as expressly set out in the Term Agreement or in any Booking Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under the Term Agreement and each Booking Agreement are excluded insofar as it is possible to do so in law.

15. Entire Agreement

Each Booking Agreement constitutes the entire agreement and understanding of the parties relating to its subject matter and supersedes any discussions, correspondence, all prior proposals, representations, agreements and understandings between the parties or any of them or their advisors relating to such subject matter made prior to the conclusion of the Booking Agreement. Each of the parties acknowledges and agrees that it has not entered into the Booking Agreement in reliance on any statement or representation of any person (whether a party to that agreement or not) other than as expressly incorporated in the Booking Agreement.

Each Term Agreement constitutes the entire agreement and understanding of the parties relating to its subject matter and supersedes any discussions, correspondence, all prior proposals, representations, agreements and understandings between the parties or any of them or their advisors relating to such subject matter made prior to the conclusion of the Term Agreement. Each of the parties acknowledges and agrees that it has not entered into the Term Agreement in reliance on any statement or representation of any person (whether a party to that agreement or not) other than as expressly incorporated in the Term Agreement.

16. Force Majeure

- 16.1. Neither party shall be liable in any way for any losses arising directly or indirectly from any failure or delay in performing any of its obligations under the Term Agreement or a Booking Agreement caused by any Force Majeure Event.
- 16.2. If a party (the "Affected Party") is unable to perform any of its material obligations under the Term Agreement or any Booking Agreement as a result of a Force Majeure Event for more than thirty (30) Working Days then the other party may terminate such agreement at any time and without further liability, upon giving written notice to the Affected Party.

17. Notices

- 17.1. Any notice given by one party to the other shall be in writing and if sent by post, it shall be sent by pre-paid recorded delivery or registered post to the other party's registered office.
- 17.2. In the case of a notice given or served by fax, hand or email, where this occurs after 5:00pm on a Working Day or on a day which is not a Working Day, the date of service will be deemed to be 9:00am the following Working Day.

18. Audit

- 18.1. The Purchaser shall keep true and accurate records and books of account containing all data necessary for the purpose of verifying that it is complying with its obligations under the Term Agreement and each Booking Agreement, which records or books of account shall be open at all reasonable times during business hours for inspection by an independent auditor nominated by the Broadcaster. Such auditor may take copies of all such records and books of account.
- 18.2. The nominated auditor shall be entitled to report to the Broadcaster the full extent and findings of its investigations and the Purchaser shall not be entitled to impose any obligation of confidentiality on the auditor which would restrict such duty.

19. No set-off

No amount due and payable by one party to the other under any Booking Agreement, or otherwise, shall be set-off against any other amount due and payable or alleged to be due and payable by that other party to the first party.

20. Confidentiality

The terms of all agreements between the Purchaser and the Broadcaster of which these Terms and Conditions form part shall be kept confidential by the parties and shall not be disclosed by either party to any third party without the prior written consent of the other party except where such disclosure is necessary to establish a bona fide claim by the disclosing party against the other in relation to one or more of the agreements or where disclosure is required by any law, stock exchange rule, regulation, court order or government agency, in which event the relevant party shall notify the other as promptly as reasonable practicable (and if possible prior to making any disclosure) and shall use its reasonable endeavours to seek confidential treatment of such information. The terms of the agreements may also be disclosed on a need-to-know basis to each party's employees, accountants, auditors, investors, lenders and legal counsel provided that any such person to whom it is disclosed abides by the provisions of this clause 20 as if it were party to the agreement of which it forms part.

21. Severability

The invalidity, illegality or unenforceability of any part of any agreement between the Broadcaster and the Purchaser of which these Terms and Conditions form part shall not affect the validity, legality and enforceability of the remaining terms and conditions.

22. No partnership/agency

Nothing in any agreement of which these Terms and Conditions form part shall operate to create a partnership, agency or joint venture between the parties.

23. Waiver and remedies

Any waiver of any right or remedy provided by any agreement between the Broadcaster and the Purchaser of which these Terms and Conditions form part must be in writing and failure by any party to exercise any right or remedy arising under such agreement shall not preclude or impair the exercise of any other right, power, privilege or remedy.

24 No assignation

The Purchaser shall not assign or sub-contract any of its rights or obligations under any agreement of which these Terms and Conditions form part between the Broadcaster and the Purchaser without the Broadcaster's prior written consent (such consent not to be unreasonably withheld or delayed). The Broadcaster recognises that where the Purchaser is an Agency Airtime purchased is intended to be used for the transmission of Advertisement Copy of the Purchaser's advertiser's clients and not, necessarily, the Purchaser. That shall not affect the status of the Purchaser and broadcaster as principal contracting parties. The Purchaser shall not be permitted to use Airtime purchased for the transmission of Advertisements of Excluded Advertisers.

25 Governing Law

All agreements of which these Terms and Conditions form part between the Broadcaster and the Purchaser shall be governed by and be construed in accordance with Scots law and the parties prorogate to the non-exclusive jurisdiction of the Scottish Courts.