

STV Radio Advertising Terms and Conditions

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions and in any Booking Form, words and expressions shall have their ordinary meaning unless otherwise defined in the attached Annex.
- 1.2. In these Terms and Conditions unless otherwise expressly stated:
 - 1.2.1. any reference to a "party" or "parties" means a party or the parties set out in the Booking Form;
 - 1.2.2. references to clauses are references to the clauses of these Terms and Conditions;
 - 1.2.3. a reference 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;
 - 1.2.4. headings are inserted for convenience only and must be ignored in construing the Terms and Conditions;
 - 1.2.5. references to the singular, where the context so permits, include the plural and vice versa;
 - 1.2.6. references to "in writing" shall include email;
 - 1.2.7. any phrase introduced by the terms "includes" or "including" or "in particular", or any cognate expression, will be construed as illustrative and not limiting of any preceding words; and
 - 1.2.8. references to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality.
- 1.3. These Terms and Conditions must be interpreted in conjunction with the Booking Form. If there is any conflict between the Terms and Conditions and the Booking Form, the terms of the Booking Form shall prevail.

2. Purchaser liable as principal and associated warranties

- 2.1. Where the Purchaser is an Agency, the Purchaser contracts with STV as principal in all respects (and not as an agent), regardless of any arrangement between the Purchaser and the Advertiser or any other third party, and the Purchaser shall be liable to STV for payment of all sums due to STV. The Purchaser shall not be permitted to use Airtime purchased for the broadcast and/or transmission and/or delivery of Advertisements of Excluded Advertisers. STV shall not be liable, in any circumstances, to pay any commission to such Purchaser.
- 2.2. The Purchaser represents and warrants to STV that:
 - 2.2.1. it has full power and authority to enter into the Booking Agreement;
 - 2.2.2. all corporate and other actions required to authorise its execution of the Booking Agreement, its exercise of rights and its performance of obligations under the Booking Agreement have been duly taken;
 - 2.2.3. where it exercises any rights and/or performs any obligations under the Booking Agreement, it has full power and authority to do so;
 - 2.2.4. in relation to each Campaign, it enters into a Booking Agreement as a principal (and not as agent) with STV, even if the Purchaser is an Agency; and
 - 2.2.5. it is lawfully entitled to grant the rights granted to STV under the Booking Agreement and the use of such rights as contemplated under the Booking Agreement by STV will not infringe the rights (of whatever nature) of any third parties.
- 2.3. The Purchaser agrees to indemnify and keep indemnified STV against any losses, damages, claims or expenses (including reasonable legal costs) sustained or incurred by STV or any member of the STV Group arising from any breach of any of the representations and warranties in clauses 2.2.

3. Booking Agreement

- 3.1. A Booking is subject to acceptance by STV and may be accepted by STV either in writing (including electronically) or by the provision of the Campaign and/or Airtime and/or Creative Services.
- 3.2. These Terms and Conditions and a Booking Form shall form the agreement between the parties, relating to the Booking accepted by STV;
 - 3.2.1. upon which Airtime and/or a Campaign is bought and sold; and/or
 - 3.2.2. upon which the commissioning of Creative Services in respect of specified Deliverables is made;from time to time (a "Booking Agreement").

4. Presenter Reads and Advertiser's Material

- 4.1. Presenter Reads must comply with all Applicable Laws and be approved for broadcast and/or transmission by STV.

- 4.2. Where STV agrees to draft a Presenter Read, the Purchaser must:

- 4.2.1. provide STV in good time with all necessary information and all material necessary for STV to be able to draft the copy contained within the Presenter Read, and in a format and to a standard reasonably requested by STV; and
- 4.2.2. co-operate with, and assist, STV, at the Purchaser's cost, in drafting and producing the Presenter Read.

- 4.3. Subject to clause 4.2, STV shall draft and produce Presenter Reads in a diligent manner with all due skill and care as would be expected as standard in the radio broadcasting industry.

- 4.4. The Purchaser warrants that the Advertiser's Material and all information and approvals provided pursuant to clause 4.2 shall comply with all Applicable Laws and that, to the extent that such material contains claims about the Advertiser and/or the Advertiser's products and/or services, the Purchaser warrants that it holds sufficient substantiation to evidence those claims in accordance with Applicable Laws.

- 4.5. If the Purchaser fails to comply with any of its obligations in clause 4.2, the Purchaser agrees that STV will be unable to broadcast and/or transmit a Presenter Read. In such event, STV will not be liable for such failure to broadcast and/or transmit and STV will be entitled to payment in full.

- 4.6. Without in any way limiting the Purchaser's liability, STV reserves the right to reject any Advertiser's Material which, in STV's opinion, does not comply with Applicable Laws, or which would cause STV to breach any statutory or regulatory duty, or to infringe a third party's IPR or other rights.

- 4.7. The Purchaser shall notify STV immediately in writing:

- 4.7.1. of any change to Applicable Laws occurring after approval for broadcast and/or transmission that renders, or could render, a Presenter Read non-compliant with Applicable Laws; or
- 4.7.2. if it becomes aware of any circumstances that could cause a Presenter Read to infringe a third party's IPR or other rights.

Any consequential amendments that need to be made to a Presenter Read shall be at the Purchaser's own cost.

- 4.8. Where, following first broadcast and/or transmission of a Presenter Read, the Purchaser requests changes to the copy, STV shall not be bound to agree to effect such changes. Where STV agrees to effect the changes, or any of them, the Purchaser shall meet all additional costs reasonably incurred, or anticipated, by STV in effecting those changes on demand unless otherwise agreed between the parties.

- 4.9. The Purchaser confirms and agrees that STV has not, and cannot, provide any guarantees concerning the household reach or the anticipated listener numbers for a broadcast and/or transmission of the Station. Any such statistics are provided as estimates only and STV shall have no liability to the Purchaser for any failure to achieve any stated household reach or anticipated listener numbers.

- 4.10. The Purchaser shall co-operate fully and promptly with any query or request made by a Clearing Body.

5. Acceptance of Advertisement Copy

- 5.1. Advertisement Copy will only be broadcast/transmitted by STV if it is approved by STV, complies with all Applicable Laws, and satisfies STV's reasonable technical requirements in accordance with current industry standards.

- 5.2. Unless otherwise agreed between STV and the Purchaser, Advertisement Copy (other than Advertisement Copy produced pursuant to Creative Services procured from STV Creative for the Campaign) intended for broadcast/transmission on the Station must be submitted by the Purchaser to the appropriate Clearing Body for approval before the date of intended transmission. Approval by the appropriate Clearing Body shall not in any way prejudice STV's right to reject Advertisement Copy in accordance with the provisions set out below.

- 5.3. Advertisement Copy must be delivered to STV once cleared, where required, in accordance with clause 5.2 above not less than two (2) Working Days prior to the date of intended broadcast/transmission, or such other date as the STV may notify the Purchaser of from time to time (the "Ad Copy Delivery Date"). Ads must be delivered to STV in accordance with STV's reasonable instructions.

- 5.4. STV may, in its discretion and without liability to the Purchaser, refuse to accept delivery of Advertisement Copy that is not compliant with clause 5.1, and of Advertisement Copy that, although compliant with clause 5.1, is delivered to STV after the relevant Ad Copy Delivery Date and, in either event, STV shall be entitled to payment in full.

- 5.5. The Purchaser shall not alter Advertisement Copy that has been approved under clause 5.1 or clause 5.2.

- 5.6. Unless STV otherwise agrees, it is a technical requirement that Advertisement Copy shall be of a Standard Time Length.

- 5.7. STV shall be entitled, but not obliged, to edit Advertisement Copy that does not satisfy STV's reasonable technical requirements (in accordance with current industry standards) in order that it complies with such requirements.

- 5.8. Where a Campaign comprises more than one Advertisement Copy (or variations thereof), STV will use reasonable endeavours to transmit them in the Purchaser's preferred order of transmission.
- 5.9. The Purchaser shall notify STV in writing of any changes to Applicable Laws or otherwise occurring after approval for broadcast and/or transmission and/or delivery as part of the Campaign that renders, or could render, Advertisement Copy non-compliant with clause 5.1. In the event of such non-compliance, the Purchaser shall deliver compliant Advertisement Copy to STV.
- 5.10. STV 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.
- 5.11. Unless STV agrees otherwise in writing, STV 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 STV (if not transmitted and/or delivered as part of the Campaign within that time for whatever reason); and (ii) last broadcast and/or transmission and/or delivery as part of the Campaign.
- 6. Dates/Times/Transmission of Advertisements**
- 6.1. STV will have regard to any dates, Dayparts, or Strike Weights requested by the Purchaser but cannot guarantee to meet any Purchaser request and STV reserves total discretion to schedule, vary, or re-schedule Airtime purchased.
- 6.2. In the event of partial transmission of any Advertisement, for whatever reason, STV shall transmit the Advertisement on another date of its choosing and shall have no further liability at all to the Purchaser arising out of such partial transmission.
- 6.3. Transmission of an Advertisement in error, through no fault of the Purchaser, shall not constitute a breach of any Booking Agreement and STV shall have no liability at all to the Purchaser arising out of such transmission.
- 7. Suspension of commercial activity**
- 7.1. The Purchaser acknowledges and accepts that exceptional circumstances outside of STV's control, including the occurrence of events of national or international importance, may result in commercial activity being temporarily suspended. In this event, STV shall extend the Campaign Period only in respect of the component (or components) of the Campaign that was (or were) affected by the suspension accordingly for such further period necessary to enable STV to make good the missed activity, and in addition any licences granted under this Booking Agreement, where required to deliver the Campaign during the extended period, shall also be extended in duration accordingly. STV shall have no further liability to the Purchaser arising out of any such missed activity.
- 8. Creative Services – Production**
- 8.1. The Purchaser shall ensure the delivery to STV (in reasonably sufficient time for the fulfilment by STV of its obligations under the Booking Agreement) of all materials and information, including the Advertiser's Material, required by STV for the performance of its obligations under the Booking Agreement.
- 8.2. Subject to clause 8.1, STV shall provide the Creative Services, where STV agrees to provide them in a Booking Form, in a diligent manner with all due skill and care of a professional provider of creative and production services in accordance with the Creative Brief, and effect Delivery by the Delivery Date.
- 8.3. The parties acknowledge that provision of Creative Services is a collaborative process, that the Budget is STV's reasonable estimate at the time it is given of the sum payable by the Purchaser to STV in consideration of the Creative Services and that sums in excess of the amount of the Budget may be required in the provision of the Creative Services. Accordingly, STV shall monitor costs during the Creative Services and may, from time to time, notify the Purchaser of increases to the Budget required in order that the Deliverables are in accordance with the Creative Brief. Where increases are so notified, the parties shall act reasonably and in good faith to agree a Revised Budget or amendments to the Creative Brief. In the event of no agreement, STV shall determine the amount of the Revised Budget, and the Purchaser shall be liable to STV for payment of it in accordance with clause 13.4.2.
- 8.4. Where the Purchaser requests changes to the Creative Brief prior to Delivery, STV shall effect the changes where it is reasonably practicable for STV to do so, subject always to the Purchaser meeting, on demand, all additional costs reasonably incurred, or anticipated, by STV in effecting those changes and the Budget shall be revised accordingly.
- 8.5. Where, following Delivery, the Purchaser requests changes to the Deliverables, STV shall not be bound to agree to effect such changes. Where STV agrees to effect the changes, or any of them, the Purchaser shall meet all additional costs reasonably incurred, or anticipated, by STV in effecting those changes, on demand.
- 8.6. Following, Delivery, STV shall be under no obligation to retain the Rushes, the final master, or any other copy of the Deliverables, and shall not be liable in any way for their loss or destruction, the latter of which STV is hereby expressly authorised, by the Purchaser to do.
- 9. Creative Services - Deliverables**
- 9.1. STV provides to the Purchaser no undertaking or warranty other than those that are expressly set out in clause 8.2.
- 9.2. It is a condition of broadcast/transmission that the Deliverables are compliant with Applicable Laws and in a format appropriate for the uses specified in a Booking Agreement.
- 9.3. The Purchaser shall co-operate fully and promptly with any query or request made by a Clearing Body.
- 10. Creative Services - Grant of Licence**
- 10.1. Subject to payment by the Purchaser to STV of all sums due under the Booking Agreement, STV grants to the Purchaser an exclusive licence to exploit the Deliverables for the Campaign Period (and any extension thereof pursuant to clause 7 if applicable), and in accordance with the Uses.
- 11. Intellectual Property**
- 11.1. Nothing in a Booking Agreement shall affect the ownership of any IPR in the Advertiser's Material.
- 11.2. In relation to the Creative Services, where applicable, the Purchaser hereby (on behalf of itself or the Advertiser, as applicable) grants to STV a non-exclusive, royalty-free, fully paid licence to use any and all of the Advertiser's Materials in the Creative Services.
- 11.3. In relation to the Deliverables, STV is permitted to use the Deliverables outside the Campaign for the purposes of demonstrating and/or promoting STV Creative's work on STV Creative's website and social channels, and in STV Creative's showreels.
- 11.4. The Purchaser hereby (on behalf of itself or the Advertiser, as applicable) grants STV a non-exclusive, royalty-free, fully paid licence to use, copy, amend, broadcast and transmit the Advertiser's Material in accordance with the terms of a Booking Agreement for the purpose of STV fulfilling its obligations under a Booking Agreement.
- 11.5. The Purchaser grants (on behalf of itself or the Advertiser, as applicable) STV the right to make recordings of the Advertisements for STV's archives and to enable STV to submit recordings of the Advertisements to any appropriate authority in order to comply with Applicable Laws.
- 11.6. All IPR in the Deliverables (with the exception of the IPR in the Advertiser's Materials) shall vest in and be the property of STV and neither the Purchaser nor the Advertiser shall acquire any such rights (other than as are expressly granted under the Booking Agreement).
- 12. Social Media Activity**
- 12.1. Any social media activity that STV may commit to do in connection with the Campaign shall be subject to all Applicable Laws and the third party terms that govern the relevant social media platform. STV shall have full editorial control over any such social media activity via social media accounts operated by any member of the group of companies of which STV is part (or its licensors). STV shall not be in breach of a Booking Agreement and shall have no liability to the Purchaser for the removal of and/or amendment to any social media activity and content to the extent that STV is complying with any request by a social media platform.
- 13. Payment**
- Specific Payment Terms Applicable to a Campaign**
- 13.1. Where the Purchaser is a Non-Approved Purchaser, payment of the Net Fee shall be made by the Purchaser immediately following signing of the Booking Form and, in any event, no later than ten (10) days prior to the first day of the Campaign Period.
- 13.2. Where the Purchaser is an Approved Purchaser, STV shall be entitled to invoice following commencement of the Campaign Period either: (i) the Net Fee in full; or (ii) a proportion of the Net Fee attributable to proportion of the Campaign delivered at the end of each month of the Campaign Period.
- Specific Payment Terms Applicable to Purchase of Creative Services**
- 13.3. Where the Purchaser is a Non-Approved Purchaser, payment of the Budget shall be made on the date of signing of the Booking Form. The difference between the Budget and the Revised Budget shall be payable by the Purchaser upon demand.
- 13.4. Where the Purchaser is an Approved Purchaser, the Purchaser shall pay to STV:
- 13.4.1. on the date of signing of the Booking Form, the Sum due on Signing, if applicable;
- 13.4.2. upon Delivery, the greater of the Budget or the Revised Budget less any Sum due on Signing or other sum paid to and received by STV.
- 13.5. The Purchaser shall, unless otherwise agreed, pay to STV, on demand from time to time, Third Party Costs, as, or before, they are incurred by STV.
- General Payment Terms**
- 13.6. Any sums referred to in a Booking Form shall be exclusive of VAT.
- 13.7. Unless provided otherwise elsewhere, payment by an Approved Purchaser shall be made not later than the twenty fifth (25th) day of the month following the month in which the invoice is raised.
- 13.8. 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.

- 13.9. The Purchaser must notify STV in writing within five (5) days of receipt of an invoice of any dispute in relation to it. In that event STV shall investigate and determine the query. A dispute in relation to an individual sum within the invoice will not affect the Purchaser's payment obligations in relation to the undisputed sums.
- 13.10. Where the Purchaser does not notify STV in writing within five (5) days of receipt of the invoice, the Purchaser will be deemed to have accepted the invoice in full.
- 13.11. STV shall not, without prejudice to its other rights and remedies under any Booking Agreement or otherwise at law, be under any obligation to broadcast and/or transmit and/or deliver any Campaign, Advertisement Copy or Deliverables where payment is not made in accordance with relevant payment terms and shall have no liability to the Purchaser for not doing so.
- 13.12. STV shall not be responsible for any of the Purchaser's third party ad-serving costs.
- 13.13. The parties acknowledge that for the purposes of standard industry practice, the Gross Fee represents the "gross" value of all campaign elements under a Booking Form, including commission for, where applicable, an agency or media buyer representing the Advertiser. The parties acknowledge and agree that STV is in no way liable for the payment of any commission to such agency or media buyer.
- 14. Warranties and Indemnity**
- 14.1. The Purchaser undertakes and warrants to STV Audio that:
- 14.1.1. it has the right and authority to enter into the Booking Agreement and perform its obligations hereunder, and is not bound by any previous agreement which adversely affects the Booking Agreement;
- 14.1.2. neither the Advertiser's Material nor Advertisement Copy is not in breach of or contrary to any Applicable Laws and is not likely to cause distress or offence to any person;
- 14.1.3. it owns the IPR in, or has sufficient rights to, the Advertiser's Material such that the use by STV of any or all of the Advertiser's Material in accordance with the terms of the Booking Agreement, including the incorporation of any or all of the Advertiser's Material in the Creative Services and/or the Deliverables does not, and will not, infringe any third party rights;
- 14.1.4. all necessary consents, licences and fees required in relation to the use by STV of the Advertiser's Material in accordance with the terms of the Booking Agreement have been obtained and paid for;
- 14.1.5. in relation to Advertisement Copy delivered by it to STV both at the time of delivery and, absent notification in terms of clause 5.9, immediately prior to each broadcast and/or transmission and/or delivery of said Advertisement Copy as part of the Campaign:
- 14.1.5.1. the Advertisement Copy complies with all Applicable Laws, and that, to the extent that the Advertisement contains claims about the Advertiser and/or the Advertiser's products and/or services, the Purchaser warrants that it holds sufficient substantiation to evidence those claims in accordance with Applicable Laws and, where requested by STV, the Purchaser will provide such substantiations and evidence to STV;
- 14.1.5.2. the Advertisement Copy or the broadcast and/or transmission and/or delivery thereof, does not infringe the rights of any third party;
- 14.1.5.3. all consents, licences and fees required in relation to the broadcast and/or transmission and/or delivery of the Advertisement Copy have been obtained and paid for;
- 14.1.5.4. 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;
- 14.1.5.5. in relation to any financial promotion (as defined in the Financial Services and Markets Act 2000 ("FSMA")), the Purchaser is, or the Purchaser has ensured that the Advertisement's contents have been approved by, an authorised person within the meaning of the FSMA, or the Advertisement is otherwise permitted under the FSMA.
- 14.1.6. it shall comply with its confidentiality obligations set out in clause 26; and
- 14.1.7. it shall not without the prior written consent of STV publish any information in connection with Airtime.
- 14.2. The Purchaser will indemnify and keep STV indemnified against all liabilities, claims, demands, proceedings, damages, losses, charges and expenses (including legal expenses) sustained or incurred by STV or any member of the STV Group arising out of or in connection with:
- 14.2.1. any breach of the undertakings and warranties in this clause 14 or in clause 4.4; or
- 14.2.2. any failure to notify or otherwise inform in accordance with clause 4.7 or clause 5.9.
- 14.3. Each party warrants to the other party;
- 14.3.1. it shall (i) comply with all Applicable Laws relating to anti-bribery and anti-corruption, including (but not limited to) the Bribery Act 2010; (ii) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the Modern Slavery Act 2015 and/or the Criminal Finances Act 2017; and (iii) immediately notify the other party in writing if it or its employees, agents or other persons who perform or have performed services for or on its behalf is investigated by any law enforcement agency or customer in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws, modern slavery or tax evasion;
- 14.3.2. it shall and shall procure that all persons associated with it shall comply with all Applicable Laws relating to bribery, modern slavery and/or tax evasion; and
- 14.3.3. it shall inform the other party if bribery, modern slavery and/or tax evasion has occurred in connection with the services being provided pursuant to the Booking Agreement.
- 14.4. As regard drafting of the a Presenter Read, STV provides to the Purchaser no undertaking or warranty other than the obligation set out in clause 4.3.
- 15. Cancellation or Postponement**
- 15.1. If the Purchaser wishes to cancel one or more components of a Campaign, or to cancel one or more Deliverables under a Booking Agreement, the Purchaser must provide STV with written notice no less than 20 Working Days prior to: (i) the first day of the Campaign Period, in the case of a Campaign; or (ii) the Delivery Date, in the case of a Booking Agreement for Creative Services (each, the "Cancellation Deadline"). If notice is received by STV on or before the Cancellation Deadline, the Purchaser will be liable to pay only for services that STV has performed prior to receipt of the notice. In such case, STV will invoice the Purchaser for the portion of the Net Fee, or the Budget or Revised Budget (as appropriate) that represents the value of the services performed. Where the Purchaser has made payment in excess of such portion prior to providing the cancellation notice, STV will refund the Purchaser as appropriate.
- 15.2. STV, in its absolute discretion, may consider requests received in writing after the Cancellation Deadline from a Purchaser to cancel one or more components of a Campaign, or to cancel one or more Deliverables under a Booking Agreement. For the avoidance of doubt, STV may decline such request. Where STV accepts such request and agrees to a cancellation, the Purchaser shall pay to STV the following proportions of the Net Fee, or the Budget or Revised Budget (as appropriate) or cancelled part thereof as appropriate, depending on how much notice prior to the date of the earlier of the first transmission, or Delivery, of the relevant Advertisement Copy/Deliverables the request is made:
- 15.2.1. more than 10 Working Days: the greater of 60% or the value of the services that STV has performed prior to the receipt of the notice;
- 15.2.2. more than five (5) Working Days but not more than 10 Working Days: the greater of 75% or the value of the services that STV has performed prior to the receipt of the notice; and
- 15.2.3. five (5) Working Days or less: 100%.
- 15.3. STV, in its absolute discretion, may consider requests in writing from a Purchaser to vary a Booking Agreement by the postponement of the broadcast and/or transmission and/or delivery of Advertisement Copy or Campaign and/or the postponement of the Creative Services. For the avoidance of doubt STV may decline such requests. Any acceptance of such a request shall be conditional upon the Purchaser having: (i) paid for the postponed Campaign and/or Airtime and/or Creative Services; (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 STV a further sum equivalent to thirty (30) percent of the Net Fee, or the Budget or Revised Budget (as appropriate) for the postponed Campaign, Airtime, or Creative Services.
- 15.4. The Purchaser acknowledges that the charges set out in this clause 15 are a genuine pre-estimate of the losses likely to be suffered by STV.
- 16. Term and Termination**
- 16.1. A Booking Agreement shall remain in force for the Term unless terminated earlier.
- 16.2. Without prejudice to its other rights and remedies available to it, a party ("Party A") may terminate a Booking Agreement with immediate effect by giving notice in writing to the other party ("Party B") if:
- 16.2.1. Party B commits a material breach of an obligation under this Booking Agreement and, if that breach is capable of remedy, fails to remedy that breach within ten (10) Working Days of receiving written notice from Party A specifying the breach and requiring its remedy; or
- 16.2.2. if Party B is unable to pay its debts when they are due or any material step is taken with a view to the other party ceasing to carry on business, or going or being put into receivership, administration, bankruptcy, liquidation or any equivalent process in any jurisdiction.
- 16.3. Without prejudice to its other rights and remedies available to it, STV may

terminate a Booking Agreement with immediate effect by giving notice in writing to the Purchaser if, in STV's reasonable opinion, the Purchaser, Advertiser, or an officer of the Purchaser or Advertiser has engaged in any act, or made any omission, that has caused, or is likely to cause, material damage to the reputation, goodwill, or public image of the Purchaser, Advertiser, STV or any member of the STV Group.

16.4. Termination or expiry of a Booking Agreement shall not affect any rights or obligations of either party which have accrued prior to the date of termination or expiry and all provisions which are expressed to, or do by implication, survive termination or expiry of a Booking Agreement shall remain in full force and effect.

17. **Liability**

17.1. Nothing in a Booking Agreement limits or excludes: (i) any liability which cannot legally be limited or excluded; (ii) liability for death or personal injury caused by negligence; or (iii) fraud or fraudulent misrepresentation.

17.2. Subject to clauses 12.1, STV's maximum aggregate liability in contract, delict or otherwise arising in connection with a Booking Agreement shall be limited to the amounts received by STV under that Booking Agreement.

17.3. Subject to clause 12.1, no party shall be liable to the other for any: (i) loss of profits, business, revenue, or anticipated savings (whether such loss is direct or indirect); (ii) loss of or damage to goodwill; or (iii) indirect or consequential loss, arising as a result of any breach of any Booking Agreement.

17.4. Except as expressly set out in a Booking Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under a Booking Agreement are excluded insofar as it is possible to do so in law.

18. **STV Group**

18.1. STV is a member of the STV Group. STV may assign or otherwise transfer its rights and obligations under a Booking Agreement to any other member of the STV Group and may perform any of its obligations or exercise any of its rights under a Booking Agreement by itself or through any other member of the STV Group acting as its agent without any consent from the Purchaser.

18.2. STV will not assign or otherwise transfer its rights and obligations under a Booking Agreement to a third party outside of the STV Group without the written consent of the Purchaser (such consent not to be unreasonably withheld or delayed).

18.3. STV may set off any sums claimed or owed to it or other members of the STV Group by the Purchaser against any sum due to the Purchaser under this or any other agreement with the Purchaser, without prejudice to any other rights STV may have.

19. **No third party rights**

19.1. A Booking Agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party, other than a party to this Booking Agreement or the Broadcaster, to enforce or otherwise invoke any term of the Booking Agreement.

20. **Counterparts**

20.1. A Booking Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20.2. Each party acknowledges that a Booking Agreement may be executed by electronic signature.

21. **Entire Agreement**

21.1. 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 the Booking Agreement or not) other than as expressly incorporated in the Booking Agreement.

22. **Force Majeure**

22.1. 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 a Booking Agreement caused by any Force Majeure Event.

22.2. If a party (the "Affected Party") is unable to perform any of its material obligations under a Booking Agreement as a result of a Force Majeure Event for more than thirty (30) Working Days then the other party may terminate the Booking Agreement at any time and without further liability, upon giving written notice to the Affected Party.

23. **Notices**

23.1. 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.

23.2. In the case of a notice given or served by 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.

24. **Audit**

24.1. 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 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 STV. Such auditor may take copies of all such records and books of account.

24.2. The nominated auditor shall be entitled to report to STV 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.

25. **No set-off**

25.1. No amount due and payable by one party to the other under a 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.

26. **Confidentiality**

26.1. The terms of a Booking Agreement between the Purchaser and STV 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 another party in relation to the Booking Agreement 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 reasonably 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 Booking Agreement 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 they are disclosed abides by the provisions of this clause 26 as if it were party to the Booking Agreement.

27. **Severability**

27.1. The invalidity, illegality or unenforceability of any part of a Booking Agreement shall not affect the validity, legality and enforceability of the remaining terms and conditions.

28. **No partnership/agency**

28.1. Nothing in a Booking Agreement shall operate to create a partnership, agency or joint venture between the parties.

29. **Waiver and remedies**

29.1. Any waiver of any right or remedy provided by a Booking Agreement must be in writing and failure by any party to exercise any right or remedy arising under the Booking Agreement shall not preclude or impair the exercise of any other right, power, privilege or remedy.

30. **No assignment**

30.1. The Purchaser shall not assign or sub-contract any of its rights or obligations under any Booking Agreement between STV and the Purchaser without STV's prior written consent.

31. **Governing Law**

31.1. This Booking Agreement shall be governed by Scots law and the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

ANNEX

DEFINITIONS:

"**Advertisement**" or "**Advertisement Copy**" means a digital, audio (including radio) or other advertisement (including a sponsorship, commercial activation or other similar arrangement) that forms part of the Campaign;

"**Advertiser**" means the person that is the manufacturer supplier, owner or distributor (as applicable) of the product, service or brand that is being promoted in the Campaign;

"**Advertiser's Material**" means any and all materials provided to STV by or on behalf of the Purchaser or Advertiser, including the Advertiser's name, trading name, logos and trade marks, Footage, photographs, creative assets, information and claims about the Advertiser's products and/or services, and any other materials provided in connection with a Booking Agreement;

"**Airtime**" means airtime on the Station used for the purposes of advertising including, among other things, Spot Ads;

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

"**Applicable Laws**" means all applicable regional, national and international laws, rules, regulations, codes of practice, guidance and industry standards, including those imposed by any governmental or regulatory authority (including, in particular, the CAP Code, the BCAP Code and the Ofcom Broadcasting Code);

"**Approved Purchaser**" means a Purchaser approved for credit by STV from time to time;

"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 a Campaign and/or Advertisements and/or Creative Services as set out on a Booking Form;

"Booking Agreement" shall have the meaning set out in clause 3.2 of these Terms and Conditions;

"Booking Form" means the applicable standard form (including without limitation a Deal Memorandum or a Commissioning Letter) or any other form of writing as determined by STV to be used to make a Booking;

"Broadcaster" means STV Audio for whom STV is the authorised sales agent;

"Budget" means, subject to any Revised Budget, the sum payable by the Purchaser to STV in consideration of the Creative Services;

"Cancellation Deadline" has the meaning given to it in clause 15.1;

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

"Campaign" means a promotional campaign comprising the delivery of one or more Advertisements as set out in a Booking Form;

"Campaign Period" means the period during which it is agreed that the Campaign will be delivered whether expressly stated in a Booking Form or not;

"CAP" means the Committee of Advertising Practice;

"Clearing Body" means an entity providing a service through which it is determined whether Advertisements comply with Applicable Laws, which, in the case of Advertisements intended for broadcast on the Station, shall mean Radiocentre Ltd (or any successor organisation);

"Commissioning Letter" means the document(s) also known as a "Comm Doc" containing specific commercial terms for the commissioning of Creative Services from STV Creative;

"Creative Brief" means a brief agreed between STV and the Purchaser (which may form part of the Booking Form or may be separate) identifying deliverables, which may include a script, story board, treatment and/or mockup;

"Creative Services" means the services provided in the production of the Deliverables;

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

"Deal Memorandum" means the document or documents containing specific commercial terms for the sale and purchase of advertising comprising the Campaign and/or Airtime;

"Deliverables" means the deliverables identified in the Booking Form and as may be more fully described in the Creative Brief;

"Delivery" means the delivery of the Deliverables to the Purchaser in a format agreed between the Purchaser and STV or, failing agreement, as determined by STV;

"Delivery Date" means the date specified as such in the Commissioning Letter, or such other date as may be agreed between the parties;

"Excluded Advertisers" means advertisers specified in a Booking Form, or otherwise notified by STV to the Purchaser, as being precluded from using Airtime purchased pursuant to that Booking Agreement;

"Fee" has the meaning set out in the Booking Form;

"Footage" means any filmed or recorded audio, visual and/or audio visual material;

"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;

"Gross Fee" has the meaning, if any, set out in the Booking Form;

"IPR" means any intellectual property rights including patents, copyrights, trade marks and service marks, trade secrets and moral rights;

"Net Fee" has the meaning set out in the Booking Form or, if not so specified, the Fee;

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

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

"Presenter Read" means a presenter-read (being a STV Radio presenter) advertising message about the Advertiser and/or the Advertiser's products/services purchased as part of a Campaign;

"Purchaser" means a purchaser of the Campaign, as specified in the Booking Form, noting that such person may be the same person as the Advertiser or may be an agency or media buyer representing the Advertiser;

"Revised Budget" means the increased Budget agreed or determined in accordance with clause 8.4;

"Rushes" means unedited Footage shot or otherwise compiled during the Creative Services not included in the Deliverables;

"ScotPulse" is a trading style of STV Central;

"Spot" means a spot for an Advertisement within a commercial break on the Station;

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

"Station" means the STV Radio service broadcast by STV Audio;

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

"STV", "STV Commercial" and "STV Creative" are trading styles of STV Central;

"STV Audio" means STV Audio Limited, a company incorporated in Scotland (Company No. SC854513) having its registered office at Pacific Quay, Glasgow, G51 1PQ;

"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 Group" means STV Group PLC (a company incorporated in Scotland (Company No. SC203873) having its registered office at Pacific Quay, Glasgow, G51 1PQ) and its direct and indirect subsidiaries;

"Sum due on Signing" means a sum equivalent to one half of the Budget where the Budget is in excess of Ten Thousand pounds (£10,000);

"Term" means the period for which the Booking Agreement intended to last whether expressly defined as such therein or not;

"Terms and Conditions" means the terms and conditions contained herein;

"Third Party Costs" means costs incurred by STV to third parties for goods or services used in the Creative Services;

"Uses" means, subject always to clause 10, the uses specified in a Booking Agreement;

"Working Day" means any day other than: (i) a Saturday or Sunday; or (ii) any other day which is a public or bank holiday in Glasgow;

STV Radio Advertising Terms and Conditions December 2025