

MADE TELEVISION AIRTIME ADVERTISING STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

“Act” or “Acts”	means the Broadcasting Acts 1990 and 1996 and the Communications Act 2003 as amended or superseded from time to time;
“Advertisement”	means the Creative to be broadcast;
“Advertiser”	means the advertiser specified in the Booking;
“Agency”	means the media buying agency (if there is one) acting on behalf of the Advertiser, as specified;
“Agreement”	means these Terms and Conditions and the Booking
“Airtime”	means broadcast spot advertising within a commercial break or sponsorship of a programme available to an Advertiser for the transmission of its Creative;
“BCAP Code”	means the Broadcast Committee of Advertising Practice Code and accompanying guidance;
“Booking”	means a commitment to Made Television from the Advertiser or Agency to buy Airtime at an agreed rate and on agreed terms as shown on the Made Television Campaign Booking Form, whether signed physically or confirmed electronically. A Booking becomes legally binding once accepted by Made Television through the despatch of the first invoice to the client (if no Agency), or by email confirmation where an Agency represents the Advertiser.
“Campaign”	means the campaign specified in the Campaign Booking Form;
“Campaign Booking Form”	means Made Television’s order form used by the Advertiser/Agency to book an advertising campaign on Made Television.
“Campaign End Date”	means the end date specified in the Campaign Booking Form;
“Campaign Start Date”	means the start date specified in the Campaign Booking Form;
“CAP Code”	means the Committee of Advertising Practice (Non-Broadcast) Code;
“Clearcast”	means Clearcast Limited or any superseding body;
“Client”	means (a) the Agency acting on behalf of the Advertiser; (b) where there is no Agency, the Advertiser; or (c) both the Agency and the Advertiser together;

“Code” or “Codes”	means the BCAP Code, the Ofcom Code on the Scheduling of Television Advertising, the Ofcom Broadcasting Code and accompanying guidance, all as amended or superseded by revised codes issued by Ofcom from time to time;
“Creative”	means any material intended for transmission by Made Television. Where the Creative is provided directly by the Client it shall be deemed to have been delivered only when all of Made Television’s technical requirements have been met and Made Television has been given the Campaign Instructions;
“Creative Agency”	means a person, firm or company carrying on the business of creating and/or producing any Creative;
“First Spot”	means the first advertisement transmitted on any Made Television channel for any given campaign for a particular Advertiser;
“Force Majeure”	means any event beyond the reasonable control of either Made Television or the Advertiser or Agency, as applicable, and shall include, inter alia, strikes, lockouts, riots, sabotage, terrorism, hostilities or piracy, any law, destruction of essential equipment by fire, explosion, storm, flood, earthquake, satellite and/or transmission failure and delay caused by failure of power supplies or transport;
“Relevant Laws”	means any applicable laws, statutes, regulations and relevant industry codes of practice (including, inter alia, the CAP code, BCAP Code, the Ofcom Codes, and Bribery Act) as may be updated from time to time;
“Made Television”	means Made Television Limited and includes its successors and assigns;
“Made Television Channels”	means those channels in respect of which Made Television provides airtime sales representation
“Made Television Platforms”	means any platform by which Made Television makes its content available to viewers, including but not limited to satellite, cable, online, internet and video on demand (VOD);
“Standard Timelengths”	are 10 seconds or a multiple of 10 seconds;
“Teleshopping”	means television advertising which includes direct offers to the public with a view to the supply of goods or services, including immovable property, rights and obligations, in return for payment
“Term”	means the period specified in the Agreement;
“VOD”	means video on demand;

2. AGREEMENT

- 2.1 These Terms and Conditions shall apply to all advertising purchased by a Client and together with Made Television's Booking shall constitute the Agreement made between Made Television and the Client in relation to the Campaign.
- 2.2 By placing a Booking with Made Television, the Client accepts in full these Terms and Conditions. Unless the Campaign Booking Form expressly states otherwise, in the event of any conflict between these Terms and Conditions and the Booking, these Terms and Conditions shall prevail.
- 2.3 Where the Client is an Agency, the Agency warrants that:
- 2.3.1 it contracts with Made Television as principal notwithstanding that it may be acting as an advertising agency or media Client or in some other representative capacity; and
 - 2.3.2 it is authorised to represent and bind the Advertiser(s) named in the Booking;
 - 2.3.3 the Advertiser(s) agree to be jointly and severally bound by the Agreement as if it was the Client;
 - 2.3.4 it undertakes to indemnify Made Television against any loss arising from any claim by the Advertiser that it should not be bound; and
 - 2.3.5 it shall be responsible for the payment of accounts, unless other arrangements are agreed in writing.
- 2.4 The parties acknowledge that agency commission may be payable under the Agreement and the Agency warrants that it shall comply with any disclosure obligations to the Advertiser in respect of Agency commission under the Agreement.

3. DELIVERY OF CREATIVE

- 3.1 Where provided by Made Television or its subcontractors:
- 3.1.1 Made Television will arrange for its creative team to contact the Advertiser to liaise regarding the design, scripting, filming, basic animation (if required), voice-over and editing of its Creative. Unusual or special requests may incur additional charges that will be agreed in advance with the Advertiser.
 - 3.1.2 The Advertiser is responsible for approving the script prior to filming commencing. The script will be rewritten up to two times within the package charge, but further changes required by the Advertiser may cause delays or additional charges. Where the client significantly changes the creative brief after filming or voiceover has been purchased Made Television reserves the right to make an additional charge.
 - 3.1.3 The Advertiser is required to sign off the final Creative before it can be broadcast. Two re-edits are included in the package cost, unless the re-edits require new voice-overs, in which case an additional charge will be made. More than two re-edits may cause delays or additional charges.
 - 3.1.4 Made Television aims, but cannot guarantee, to complete the Creative in ten working days. This timescale is based on the total time for the Advertiser to return the creative brief form, approve the script, review draft first and if necessary second draft of video and approve final draft of video being less than two working days. If the Advertiser takes longer than this for these processes it will not be possible to meet the ten day target.
- 3.2 Where provided by the Advertiser/Agency directly to Made Television:

- 3.2.1 The Creative must be delivered to and received by Made Television at least two working days before the date of the intended transmission, and where possible earlier.
- 3.2.2 The client must provide Made Television with any existing terms and conditions relating to the creative at the time the booking is made. If this does not occur then the client indemnifies Made Television against all incremental costs of complying with those existing terms and conditions.
- 3.2.3 If Made Television decides that Creative is unsuitable, Made Television shall notify the Client who must supply alternative Creative at its own cost as soon as possible and in any case at least two working days prior to the intended transmission.
- 3.2.4 Where Creative (or replacement Creative) is not delivered at least two working days before the intended transmission date, the Client shall at the discretion of Made Television be liable to pay in full for the Airtime booked whether or not any Advertisement is in fact transmitted.

4. TRANSMISSION OF CREATIVE

4.1 General;

- 4.1.1 The Client hereby authorises Made Television to transmit all Creative delivered as part of the Agreement.
- 4.1.2 Advertisements will only be transmitted if they are approved by Made Television, satisfy all of Made Television's technical requirements and comply with all Relevant Laws and codes.
- 4.1.3 The Client agrees that it is fully responsible for the content of the Creative, whether produced by Made Television or provided directly to Made Television.
- 4.1.4 The Client hereby acknowledges and agrees that, unless agreed otherwise in writing with Made Television, all Creative provided under this Agreement will be cleared for transmission across all of the Made Television Platforms and Made Television may transmit the Creative across any or all of the Made Television Platforms (whether on a simultaneous basis or any other basis) without providing prior notice to the Client.
- 4.1.5 The Client acknowledges that any creative delivered by Made Television as part of the agreement is prohibited to be used either partly or in its entirety on any other TV channel or broadcaster without prior written approval by Made Television.
- 4.1.6 All programmes are subject to suspension, cancellation or replacement at the absolute discretion of Made Television.
- 4.1.7 Made Television reserves the right to restrict any repeat transmission of the same Advertisement.
- 4.1.8 Made Television will use reasonable endeavours to adhere to Advertisement Campaign Instructions but shall not be liable for any failure to comply with those instructions. Made Television reserves the right not to transmit the Advertisement if Campaign Instructions are not received by Made Television at least two working days before the first transmission date of the Advertisement.
- 4.1.9 Made Television will use its best endeavours to ensure that the Client's spot advert does not appear in the same advertisement break as a competing product.
- 4.1.10 Made Television shall not be held responsible for any changes to the Creative required by Ofcom, or delays arising as a result of those changes.

4.1.11 Made Television reserves the right not to accept any Booking or any Creative, including but not limited to competitive channel advertisements, that contain date, day or time specific or appointment to view references in either a verbal or visual context.

4.2 Where the Client provides the Creative directly to Made Television:

4.2.1 It is the client's responsibility to ensure the Creative complies with the Clearcast Notes of Guidance for Television Advertising:

(A) scripts and/or storyboards, along with consignment notes for all spot Advertisements must be submitted in advance to Made Television for approval before transmission;

(B) all finished Creative if provided by the Client must be submitted to Made Television for approval before transmission;

4.2.2 Where the Client provides the Creative directly to Made Television it shall procure the compliance of the Creative Agency with the obligations set out in Clause 10, as if the Creative Agency were a party to the Agreement. The Client will indemnify and hold Made Television harmless against any loss or damage caused by a Creative Agency's breach of Clause 10.

4.2.3 Made Television reserves the right to do any act or thing in respect of the transmission of any Advertisement or part thereof (including the fading, editing, or cutting thereof), where such Advertisement or part thereof is considered by Made Television to be unsuitable for transmission and Made Television shall not thereby incur any liability to the Client who shall have no claim for damages or otherwise in respect of any non-transmission of any such Advertisement or part thereof but the Client shall remain liable in full to Made Television for the charges payable hereunder for such Advertisement.

4.2.4 Made Television reserves the right at its absolute discretion and without incurring any liability to decline to transmit any Advertisement without giving any reason in writing for so declining but the Client shall not be liable to pay for any Advertisement which Made Television so declines to transmit provided such Creative has been delivered on time as provided for in Clause 3 above.

4.2.5 Where the Client provides the Creative digitally to Made Television, it shall be delivered in accordance with Made Television's Content Delivery Specification as modified from time to time. The current technical specifications are available from our website.

5. DATE OF TRANSMISSION

5.1 Adherence to the times and/or dates of transmission of a Booking will be at the absolute discretion of Made Television.

5.2 If Made Television offers an alternative time and/or date of transmission to the Client and such Client does not accept such alternative:

5.2.1 the original Booking shall be cancelled;

5.2.2 the Client shall have no claim against Made Television for any expenses or damage whatsoever incurred as a result of non-transmission; and

5.2.3 Made Television shall not charge the Client for such Booking save for any agreed amounts which Made Television has incurred in connection with the Booking.

This Clause 5.2 shall only apply where a material part of the Booking has been affected and it shall not apply where individual slots are affected.

6. CANCELLATION OR POSTPONEMENT

6.1 Any Booking may be cancelled or postponed by either party provided that any such notice in writing of cancellation or postponement is received and acknowledged by Made Television or the Client as the case may be not less than four weeks before the first intended transmission date (the "First Spot"). Cancellation or postponement requests by the Client for campaigns within four weeks before the First Spot shall be considered by Made Television and may be accepted at Made Television's absolute discretion subject to the following cancellation charges that apply to the entire campaign:

- If the Client cancels between 14 and 28 days before the first spot advert, then if Made Television has produced the Creative 60% of the order value, if the Client has prepared the creative 40% of the value of Booking at the time of cancellation.
- Within 14 days before transmission: 100% of the value of Booking at the time of cancellation

Unless a Booking is cancelled in accordance with these Clauses, a Client who fails to deliver any Creative in accordance with Clause 3 will remain liable to pay for the Advertisement in full whether or not the Advertisement is transmitted.

6.2 Any request by a Client for the postponement of a campaign for which such Client has pre-paid must be made to Made Television in writing. Any acceptance of such a request shall be at Made Television's sole discretion. Any such postponed campaign must be recommitted at the time of postponement to a time as soon thereafter as reasonably possible and in any event not more than six calendar months after the First Spot of the campaign being postponed. Any postponed campaign not recommitted within six calendar months of the first intended transmission date shall be subject to Made Television's cancellation charges of 100 percent that apply to the entire campaign.

7. PRICING

7.1 Made Television's prices will be as agreed with the Client at the point the campaign is booked.

8. SCREEN FORMAT DISCLAIMER

8.1 Made Television will use reasonable endeavours to ensure that Advertisements are transmitted in the screen format and/or resolution that is delivered by the Client, but it is understood and accepted by the Client that for technical reasons Made Television cannot guarantee to do so and the Client will remain liable for all charges hereunder notwithstanding if for any reason including technical error, breakdown or Force Majeure the Advertisements are not transmitted in the intended format.

9. TERMS OF PAYMENT

9.1 Unless otherwise stated on the booking form, accounts payable by a Client shall be paid in accordance with the following schedule:

	3 month spot	6 month spot	Sponsorship
Deposit invoice	£1,500 + VAT	£1,500 + VAT	£1,500 + VAT
Date of broadcast	33.3% of balance	20% of balance	Balance monthly in advance over broadcast term
Date of broadcast + 30 days	33.3% of balance	20% of balance	
Date of broadcast + 60 days	33.3% of balance	20% of balance	
Date of broadcast + 90 days		20% of balance	
Date of broadcast + 120 days		20% of balance	

9.2 The deposit invoice is payable in 48 hours. Subsequent invoices are payable after 14 days.

- 9.3 Payment to be made ideally by BACS or by payment over the phone via PayPal. Where payment is made by PayPal we do not store credit card details nor do we share customer details with any 3rd parties. If Made Television receives notification that a cheque from a Client has failed to clear, all future payments by that Client shall be made by BACS.

In the event of a Client not paying an account by the due date, Made Television reserves the right not to accept further bookings from the Client and/or to treat any amount due to Made Television as a simple debt recoverable forthwith

- 9.4 All Bookings are accepted on the understanding that they will be paid for at the rates agreed at the time of booking.

10. LICENCE

- 10.1 The Client hereby grants to Made Television a worldwide, non-exclusive, royalty-free licence to reproduce and display the Creative (including all contents, trademarks and brand features contained therein) across any and all of the Made Television Platforms. The Client acknowledges that it will ensure such Creative is cleared for transmission and/ or access by viewers across all Made Television Platforms.

- 10.2 The Client grants to Made Television the express right to:

10.2.1 Reproduce throughout the world screen shots of all or part of the Creative supplied by the Client to Made Television on or in any promotional or advertising material or campaign promoting or advertising Made Television Platforms;

10.2.2 Include the Creative within a channel (or programme) which is received by a viewer by VOD means, or by means of an onward simultaneous streams

- 10.3 Where the Client provides the material for the Creative, all intellectual property rights in such material provided by the Client and the Client's trade marks (excluding the Made Television trade marks) shall remain the property of the Client.

- 10.4 Where Made Television creates the material for the Creative, all legal and beneficial interest in any intellectual property rights relating to the materials, video, audio, graphics, text, data or software provided by or on behalf of Made Television for the purposes of the Agreement (however excluding the Client's trade marks) and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Made Television remain the property of Made Television. For the avoidance of doubt, where Made Television pays a third party to develop any Creative, it shall be deemed to be supplied by or on behalf of Made Television for the purposes of the Agreement.

- 10.5 Where Made Television produces the Creative the Client is free to use the Creative on its website as soon as the Campaign has been paid for, but television usage is restrictive to Made Television channels unless prior written approval is given by Made Television.

11. REPRESENTATIONS AND WARRANTIES

- 11.1 The Client warrants and represent to Made Television for the duration of the Term that:

11.1.1 It will be responsible for obtaining and paying for all necessary licenses and consents for the transmission of the Creative across all Made Television Platforms in the manner described herein;

11.1.2 it holds all necessary rights to permit the use, reproduction, display, transmission and distribution of the Creative in the manner specified in these Terms and can grant to Made Television such rights (which, for the avoidance of doubt, in the event that any Creative contains a sound recording (the "Recording"), which shall include but not be limited to all consents and permissions from (i) the copyright owners of the musical and/or literary composition(s) reproduced on the Recording; and (ii) labour

organisations including the Musicians' Union for which the Client shall pay all re use payments, royalties and other sums required for such consents and permissions);

- 11.1.3 where the Client has provided the material for the Creative it has obtained all intellectual property rights and other third party rights, and all appropriate consents, clearances and licences for the Creative (including without limitation music rights and performance rights);
- 11.1.4 That the transmission of the Creative and access by viewers as described in these Terms will not infringe any intellectual property right or other third party right;
- 11.1.5 The Creative does not contain anything which is defamatory, obscene, false or misleading;
- 11.1.6 all Creative complies with the provisions of the BCAP Code and Ofcom Codes (and VOD Creative complies with the provisions of the BCAP Code and Ofcom Codes as if it constituted linear advertising);
- 11.1.7 The Creative complies with all Relevant Laws; and
- 11.1.8 Any Creative pursuant to the Agreement either:
 - (A) Does not constitute a financial promotion within the meaning of the FSMA or other applicable law; or
 - (B) Has been approved by an 'authorised person' within the meaning of the Act or is otherwise permitted under the Act or an exemption order thereto and the Client has expressly notified Made Television in writing of this.

12. INDEMNITY

- 12.1 In relation to third party claims, the Client agrees to indemnify Made Television, officers and employees and hold Made Television, its officers and employees harmless against any and all liabilities, costs, expenses, damages and losses of any kind incurred by Made Television, its officers and/or employees as a result of any claims actual or threatened, relating to trademark or copyright infringement, breach of confidentiality and breach of any Relevant Laws, arising from the Creative and/or any material (of the Client or otherwise).

13. LIMITATION OF LIABILITY

- 13.1 Made Television's liability under the Agreement including without limitation any failure to provide the services specified under the Agreement or extending the term of the campaign period, will be limited to providing an alternative advertising or sponsorship opportunity, as soon as is reasonably practical, of a value equal to the shortfall using the relevant rates agreed between Made Television and the relevant Client.
- 13.2 In no event shall Made Television be liable to the Client for any direct or indirect economic loss of any kind including (without limitation) any direct or indirect loss of profits, business, contracts, revenues, goodwill, production and anticipated savings arising from any failure to publish in a timely manner or at all any Creative in accordance with the Agreement or any other breach by Made Television of the terms of the Agreement.
- 13.3 Without prejudice to the provisions of Clauses 13.1 and 13.2, in the event that Made Television is held liable for damages or losses suffered by the Client, the maximum liability that Made Television shall have towards the Client in respect of any act or omission and any related series of acts or omissions shall be the Net Fee paid to Made Television by the Client or on its behalf under the Agreement.

- 13.4 Notwithstanding any other provision of the Agreement, Made Television does not limit or exclude liability for death or personal injury caused by its negligence or fraudulent misrepresentation.

14. TERM AND TERMINATION

- 14.1 The term of the Agreement shall commence when the first/deposit invoice is raised by Made Television following receipt of a duly authorised Booking from the Client and the Agreement shall continue in force and effect until the Campaign End Date unless terminated earlier.
- 14.2 Without prejudice to its other rights and remedies Made Television shall be entitled to terminate the Agreement in whole or in part forthwith at any time by giving notice in writing to the Client if:
- 14.2.1 The Client fails to observe or perform any of its obligations
 - 14.2.2 The Client fails to comply with its obligations to pay the fee as set out in Clause 9 of these Terms and Clauses;
 - 14.2.3 the Client becomes insolvent, a person passes a resolution for either of winding up or dissolution, an administration order is made against the Client or a receiver is appointed over, or takes possession of the assets of the Client;
 - 14.2.4 the activities or conduct of the Client or activities relating to the Client's business are of such a nature that Made Television reasonably considers that the continued provision of advertising and/or sponsorship services would be detrimental to the reputation of Made Television and/or the programme or otherwise damaging to the Made Television brand; or
 - 14.2.5 The Client undergoes a change of control and Made Television reasonably believes such influence would be harmful to Made Television's business

15. CONFIDENTIALITY

- 15.1 Each party undertakes to the other party and subject to Clause 15.3 that it will treat as confidential the terms of this Agreement together with all information it obtains about the other party concerning the business, finances, revenues / prices, technology and affairs of the other party generally and will not disclose such information to any person except in accordance with this Clause 15.
- 15.2 Each party will only disclose Confidential Information to those of its employees and officers who (i) need to know it for the purpose of exercising or performing its rights and obligations under the Agreement (ii) are informed of the confidential nature of the information divulged and (iii) agree to act in compliance with the Agreement.
- 15.3 Neither party will disclose Confidential Information to any third party (other than its employees and officers in accordance with this Clause 15), except for information that is in the public domain other than by default of the recipient party and:
- 15.3.1 is obtained by the recipient party from a bona fide third party having no apparent restraint on its free right of disposal of such information;
 - 15.3.2 is or has already been independently generated by the recipient party;
 - 15.3.3 is reasonably passed on to third parties by Made Television for the purposes of undertaking credit and risk management; or
 - 15.3.4 is reasonably passed on to third parties by Made Television for the production of the Creative for the Client

15.3.5 is required to be disclosed by law/court order/regulatory body/government body provided that the recipient party shall notify the disclosing party promptly of any such potential requirement and shall use all reasonable endeavours to seek confidential treatment of any such information.

15.4 The provisions of this Clause 15 shall expressly survive any termination, completion or assignment of the Agreement.

16. CHANGE TO TERMS AND CONDITIONS

16.1 Made Television reserves the right to change its terms and conditions from time to time. The terms and Clauses applicable shall be those in force at the time of Booking.

17. GENERAL

Assignment

17.1 Neither party may assign, resell or transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.

Entire Agreement

17.2 The Agreement constitutes the entire agreement and supersedes all other prior understandings, commitments, agreements and (unless made fraudulently) representations, whether written or oral, between the parties. Further, the Client acknowledges and agrees that it has not relied upon any representation or otherwise of Made Television when entering into the Agreement.

Force Majeure

17.3 If any party (the "**Affected Party**") is prevented or delayed in whole or in part from complying with its obligations under the Agreement by reason of Force Majeure, it will notify the other parties giving details thereof. The Affected Party will be relieved of its obligations under these Terms and Clauses to the extent that its performance is hindered or delayed by such Force Majeure event. If the event of Force Majeure continues for a period of more than 30 days, the other party shall be entitled to terminate the affected booking by notice in writing to the Affected Party.

Terms and Conditions and Waiver

17.4 Terms or conditions other than those in the Agreement shall not be binding on Made Television or the Client as applicable unless agreed to in writing and signed on behalf of both parties. No waiver of any breach of the Agreement is effective unless in writing and signed by the parties to the Agreement.

Survive termination

17.5 There shall survive the expiry or termination of the Agreement any term of the Agreement which in order to give effect to its provision needs to survive the expiry or termination. The provisions of those clauses intended to have continuing effect shall continue in full force and effect following the termination for any reason or expiry of the Agreement.

Severability

17.6 Each of the provisions of the Agreement are to be construed separately and independently of the other and, if any provision or clause of the Agreement is found by any court or other judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision or clause will not affect the other provisions of the Agreement or any other clause herein which will remain in full force and effect.

Third Party Exclusions

- 17.7 The Agreement does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to the Agreement.

Governing Law

- 17.8 The Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.